

OFFICE OF THE MINING OFFICER, PHULBANI CIRCLE, PHULBANI

(Quotation/Tender call Notice)

Letter No. 507 / Mines, Date. 05.06.2024

Sealed quotations are invited from the interested reputed Travel Agencies/Tour Operators or Private individuals for providing One (1 no) AC (Diesel or Petrol) driven vehicle specifically Bolero Neo having seating capacity not more than ten (Ten) persons including the Driver, which shall confirm to the terms and conditions (Annexure-I) for official use for office of the Mining Officer, Phulbani Circle, Phulbani.

1. The vehicle must have Road worthy condition, shall not be more than 3 years old (preferable new) from the date of initial and 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 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. 5,000/- (Rupees five thousand) only shall be deposited by the intending bidders in shape of a/c payee Bank. Draft drawn in favor of the Mining Officer, Phulbani Circle, Phulbani and submitting along with Tender as security deposit. After completion of tender process, the amount will be refunded to the un-successful bidders.
5. The monthly rate of Hire charges be quoted separately in the general bid information, (excluding fuel cost). Maximum allowed Hire charges per month Rs.31,000/- (Excluding fuel cost) including GST.
6. The vehicle must achieve fuel efficiency of 10 Kms/ per Ltr.
7. The details of the make and year of manufacture of the vehicle registration No., Mileage(Kms covered/per Ltrs) and name of the Driver with driving license number and period of validity should be specifically provided in the general bid information to be furnished with the quotation Tender. (Annexure-II)
8. The application form of quotation/ Tender containing General bid information (Annexure-II) and terms and conditions (Annexure-I) etc. For hiring of vehicle will be available with the Mining Officer, Phulbani Circle, Phulbani on payment of Rs.100/- (non-refundable) from 10.06.2024 to 25.06.2024 up to 1.00 P.M. on all working days all the documents must be inserted in the sealed envelope along with the applicants name and address supper scribed on the envelope and clearing mark the "Quotation/Tender Call Notice For Hiring Of Vehicle for official use purpose of the Mining Officer/ Deputy Director of Mines (I/C), Phulbani circle, Phulbani " on the Top of envelope.

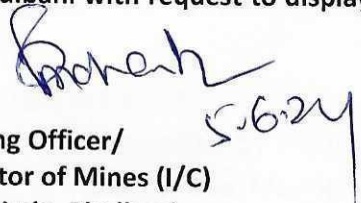
9. The quotation completed in all respect should reach the undersigned on or before 25.06.2024 by 1.00 P.M. and shall be opened at same day at 4.00 P.M. for Kandhamal district in presence of the bidders of their authorized representatives, if this day is declared later as a Govt. holiday, than the tenders will be received and opened on the next working day as per the scheduled time. The undersigned will not be held responsible regarding late submission or received of tender in any manner.
10. The authority reserves the right to reject any or all tenders without assigning any reason thereof.


Mining Officer/
Deputy Director of Mines (I/C)
Phulbani Circle, Phulbani

Memo No. 508 / Mines,

Date. 05.06.24

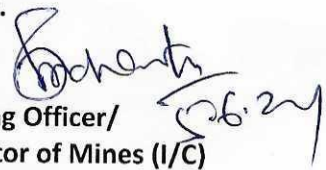
Copy submitted to all prime Govt. offices of Kandhamal, Phulbani with request to display the quotation call notice in the Notice Board for wide publicity.


Mining Officer/
Deputy Director of Mines (I/C)
Phulbani Circle, Phulbani

Memo No. 509 / Mines,

Date. 05.06.24

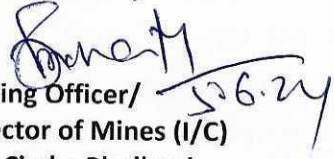
Copy submitted to District Informatics Officer, NIC, Kandhamal, Phulbani with request to display the quotation call notice in their web- sites for wide publicity.


Mining Officer/
Deputy Director of Mines (I/C)
Phulbani Circle, Phulbani

Memo No. 510 / Mines,

Date. 05.06.24

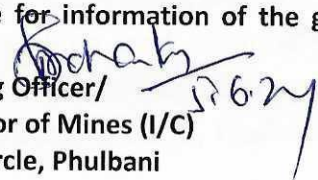
Copy forwarded to the Director of Mines & Geology, Odisha, Bhubaneswar/ the Director of Minor Mineral, Steel and Mines Department, Odisha, Bhubaneswar/ the Collector & District Magistrate, Kandhamal, Phulbani for favour of kind information and necessary action.


Mining Officer/
Deputy Director of Mines (I/C)
Phulbani Circle, Phulbani

Memo No. 511 / Mines,

Date. 05.06.24

Copy to the Notice Board of Quotation/ Tender call Notice for information of the general public.


Mining Officer/
Deputy Director of Mines (I/C)
Phulbani Circle, Phulbani

Annexure-A

Terms & Conditions

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, Pollution Certificate, Fitness Certificate, valid Contract Carriage Permit, proof of up-to-date tax payment etc. and D.L. of the driver available all the times.
2. 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 any manner whatsoever. The hirer shall be responsible for all such litigation.
3. The hire charges to be paid for monthly basis is final but does not include cost of fuel, which is to be paid separately basing on actual consumption and as per existing Government norms. 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.
4. It shall be the responsibility of the bidder to provide a good driver and the remuneration of the driver shall be borne by the owner.
5. 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.
6. In case of the vehicle do not report regularly, the authority will be at liberty to terminate the agreement without prior notice.
7. The vehicles shall report for duty for minimum of 25 days in a month.
8. In case of emergency, the driver will have to report for duty as per the requirement. No extra payment shall be demanded.
9. Monthly hire charges and reimbursements towards cost of fuel (as per actual) and lubricants (as per Govt. norms) of selected bidder will be paid in every succeeding month, as per as possible within fifteen days of the submission of bills by the service provider and no advance payment will be made.

10. 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.

11. If the services are found to be unsatisfactory, the client shall give one month notice and terminate the agreement.

12. 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.

13. If the bidder violates any of the terms of contract, Government shall forfeit the entire amount of security deposit.

Seal & Signature of
Quotation/Tender Calling Authority

Designation

Annexure-B

General Information

Sl No	Particulars	
1	Name of the Service Provider	
2	Complete Address	
3	OGST Number	
4	GeM Registration Number	
5	Bank Account No and IFSC Code	
6	Registration No. of Vehicle	
7	Year of Manufacture	
8	Make & Model	
9	Date of registration	
10	Name & complete address of the owner of vehicle	
11	Fitness Certificate validity	
12	Pollution Certificate validity	
13	Permit validity	
14	Insurance validity	
15	Name / Address of the Driver	
16	D.L. No. & Validity of the D.L. of the Driver	
17	Proposed hire Charge of the vehicle per month excluding fuel cost	
18	Rate of fuel consumption / Mileage per litre	
19	Contact Number of the Service provider (Tenderer/Quotationer)	
20	Contact number of Driver	

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

Seal & Signature of
Quotationer / Tenderer

SERVICE PROVIDER AGREEMENT

1. This agreement is made this _____ day of _____ (Month) _____ (Year) on the orders of Governor of Odisha and Between the " Authority " **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 Agency is agreed to provide the vehicle as its service provider with 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 No. _____, Model: _____, Chassis Number:- _____, Engine Number: _____, Color: _____, Year of Manufacture : _____.
 - 2.2 Whereas the Service Provider having PAN No. _____ and GST number: _____ which are valid on this date.

3. **RENTAL:**

The Motor vehicle is hereby hired for _____ year at the rate of _____ Per Month (excluding GST) payable monthly and mileage of the vehicle which will be governed as per the Finance Department Order No. _____ Dated _____. The contract will be renewed subject to satisfaction of the Authority.

4. **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 service (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 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 Authority.

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 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.
- 4.13 Agency shall ensure that the vehicle should be parked at the places as advised by the Authority 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 Authority. Moving away without knowledge of the Controlling Officer of the Authority will be considered as non-available and will be liable for penalty.

Driver:-

The Agency shall be responsible for the acts and deeds of drivers of the vehicles that include the 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 color as per requirement of the Authority. 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.
- 4.16 The Driver of the vehicle deployed for user department duties maintain polite and courteous behavior towards department users as well as to other departmental staff. Following may be construed as "Misbehavior" and shall attract penalty as per provisions of the contract. Repeated instances may result in termination of services
- iii) Denial of duty during contract period, or during hours noticed by user departments.
 - iv) 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 The 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 the agency will immediately notify the user department of the above change.
- 4.20 The Driver shall be reachable at all times during the 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 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/ Diesel) which is to be paid separately basing on actual consumption and lubricant as per existing Government norms. All the expenditure of the vehicle towards repair maintenance, replacement of the spare parts, lubricating oil of Engine, Gear Box and different 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.
- 4.25 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 the 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 have 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 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 service provider. The driver as well as Agency shall comply with relevant Rule 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 Vehicles Acts /Rules / shall rest with 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 provision related to labour court 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, 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 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 the 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 the Agency without any extra charges.
- 4.31** The vehicle 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 Authority:

5.1 Authority shall make the payment towards hiring charges of the vehicle at the end of every month by credit into bank account of the Agency through ECS/RIGS 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 bonfide dispute within 15 days after department's receipts 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 deductions etc.

5.3 Authority 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 the service provider.

5.4 The Authority 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 Authority.

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 Authority 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 months) 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 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 annexure hereto constitutes the entire agreement and understanding between the parties and supersedes all previous agreements, understandings and / or representations between the Parties.

9. Waiver 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 Authority.

10.2 The Agency shall immediately notify the Authority 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 the Agreement, such dispute or difference shall be resolved through mutual 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 Law-

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 _____ ,
days of _____ first above written.

FOR AND ON BEHALF OF GOVERNOR OF ODISHA

(AUTHORISED SIGNATORY)

Authority

WITNESS

1.

2.

FOR AND ON BEHALF OF THE SERVICE PROVIDER / AGENCY

(AUTHORISED SIGNATORY)

WITNESS

1.

2.

In the presence of

Name:

Address:-

Signature: _____