



BID DOCUMENT

State : - Odisha
District : - Bhadrak
Block : - Tihidi

HIRING OF ONE NUMBER OF BS VI COMPLIED VEHICLE
FOR ENGAGEMENT IN THE OFFICE OF THE PANCHAYAT SAMITI, TIHIDI, BHADRAK
UNDER
MGNREGS

TO BE FILLED IN BY THE BIDDER

Sl. No.	Type of the Deposit	Amount in Rs.	Type of Instrument	Issuing Bank & Branch	Sl. No./AC No. of the Instrument	Issued On Date	Period of Validity
1	2	3	4	5	6	7	8
1	Cost of Tender Paper	Rs. 1,000/-					
2	Earnest Money Deposit (EMD)	Rs. 5,000/-					

*** Table to be filled in by the Bidder as applicable in order to avoid rejection.

*** Mere filling of the table without enclosing the original instruments duly pledged in favour of the Block Development Officer, Tihidi (as above) shall invite bid rejection.

This document contains 26 numbers of pages including the Cover Page

Service Provider

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Block Development Officer

OFFICE OF THE PANCHAYAT SAMITI, TIHIDI, BHADRAK

At/Po - Tihidi, Bhadrak
PIN- 756130



E-mail - ori-tihidi@nic.in
Tel/Fax - 06784274430

No. 4904 / Date- 17.10.2023

TENDER CALL NOTICE

BID IDENTIFICATION NO. 07 / 2023-24, Dt. 17.10.2023

Sealed tenders are hereby invited from interested reputed Travel Agencies/ Tour Operators or Private Individuals for providing 1 (One) number of AC diesel driven vehicle preferably **BOLERO NEO/ TUV 300/ BOLERO/ SUMO GOLD** having sitting capacity not more than 07 including that of the driver, which shall confirm to the Terms and Conditions (as stated in the Bid Document) for official use in the office of the Panchayat Samiti Tihidi, Bhadrak under **MGNREGS** on *monthly rent* basis *w.e.f.* Date **01.11.2023 (7.00 AM)**.

The Bid Document can be obtained from the office of the Panchayat Samiti, Tihidi, Bhadrak on any working day & hours from Date. **18-10-2023** to Date. **30-10-2023** or can be downloaded from the website www.bhadrak.nic.in.

Date of Commencement of Sale of the Bid Document :- **18.10.2023**
Last Date & Time of the Receipt of Bids :- **30.10.2023 (12:00 NOON)**
Date & Time of Opening of Bids :- **30.10.2023 (12:30 PM)**
Cost of the Bid Document:- **Rs. 1,000/-** in shape of Bank Draft drawn in favour of the Block Development Officer, Tihidi payable at Tihidi (*Non-Refundable*)
Security Deposit (EMD): - **Rs. 5,000/-** in shape of Bank Draft drawn in favour of the Block Development Officer, Tihidi payable at Tihidi (*Refundable to the Unsuccessful Bidders only*)
Place of opening of Bid: - Office of the Panchayat Samiti, Tihidi, Bhadrak (*in presence of the Bidders or their authorized representatives*)

The bidder if is a registered service provider shall have a valid OGST RC in order to participate in the bidding process. The service provider, participating in the bidding process under the jurisdiction of any Municipal Corporations, shall have to be registered on GeM platform. The vehicle must be in a road worthy condition, shall not be older than 3 years from the date of initial registration and must have valid Commercial Registration Certificate, Insurance Certificate, Fitness Certificate, Pollution Certificate, valid Contract Carriage Permit, Proof of up to date tax payment *etc.* mandatory for plying of the vehicle. The Driver of the vehicle must have a valid DL for driving light transport passenger vehicle and should be sufficiently experienced in driving transport/ passenger vehicles *at least* for 5 years. The Driver should be well behaved, gentle and obedient in nature. In the event of the date being declared as a holiday, the due date of submission of bids and opening of bids will be the next immediate working day. Any Bid received after the due date & time will be rejected and returned to the sender unopened. Tenders are intended to be received **only through Speed Post/ Registered Post** up to **12.00 NOON of Dt. 30.10.2023**. The authority will not be held responsible for the postal delay (*if any*) in the delivery of the documents or non-receipt of the same on or before the scheduled date and time. *No tender paper shall be received through Drop Box or Courier Services and tender papers received through Drop Box or Courier Services shall be liable for rejection.* The representatives of the bidders must have to produce their authentic authorization letters in order to participate in any of the bidding processes each time. *Bids received late or received without proper superscription on the envelope, without filled Annexures (as mandated in the bid document), without separate Bank Drafts for the cost of the Tender Paper and for the Security Deposit shall be rejected without any further communications.* The authority reserves the right to reject any or all the Bids received or may cancel the bid process at any time without assigning any reason thereof. For detailed T & C please refer the Bid Document.

Encl: As stated

Copy forwarded with the Tender Call Notice to the Tahasildar, Tihidi, Medical Officer, Tihidi, IIC, Tihidi PS, Sub-Registrar, Tihidi, Branch Manager, Uco Bank, Tihidi, Branch Manager, SBI, Tihidi, Bhadrak for information with a request to publish the same in their Notice Boards for wide publicity. Copy to the Notice Board of this office for publication.

Sd/-
Block Development Officer
Tihidi
Block Development Officer

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ANNEXURE-I
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 the 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 etc. and DL of the Driver available all the times.
2. 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 damages to any property on account of use of hired vehicle in any manner whatsoever. The hirer shall be responsible for all such litigations.
3. The hire charges to be **paid on monthly basis** is final and *do not include cost of diesel*, which is to be paid separately basing on the actual consumption of POL as per government norms. All the expenditure of the vehicle towards repair, replacement of spare parts, Lubricating oil of engine, gear box and differential coolant, tyres and 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 salary of the Driver shall be borne by the owner.
5. In case of breakdown for reason 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 does not report regularly, the authority will be at liberty to reject the agreement and may engage vehicle from other sources.
7. The vehicle shall report on duty for minimum of **25 days** in a month. However in case of an emergency, the driver will have to report on duty as per the requirement of the hirer. No extra payment shall be demanded.
8. Monthly hire charges and reimbursements towards cost of POL (as per Govt. norms) 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 and *no advance payment* will be made.
9. The vehicle shall not be of more than **3 years** old from the initial registration and should not have run more than **50,000 kms** and also must be 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 Agt.
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. The intended Bidders must submit their Bids in single envelope clearly super scribed with the name of the work' **HIRING OF ONE NUMBER OF BS VI COMPLIED VEHICLE FOR ENGAGEMENT IN THE OFFICE OF THE PANCHAYAT SAMITI, TIHIDI, BHADRAK UNDER MGNREGS'** duly signed on all pages and accompanied by completely filled up Documents as per the Checklist (**Annexure-III**) in order to avoid rejection.
13. If the bidder violates any of the terms & conditions of the contract, the undersigned shall forfeit the entire amount of the security deposit.
14. The period of contract shall be initially for a period of **2 years** which can be extended subject to satisfactory performance of the Vehicle, its Driver and its Owner/Service Provider (collectively be considered as a unit).
15. The vehicle must achieve a fuel efficiency of **minimum 10 (Ten) kmpl** of fuel and **preference shall be given in the following order for the class of vehicle - BOLERO NEO/ TUV 300/ BOLERO/ SUMO GOLD/ OTHERS** and age of the vehicle – **From 1 Month up to 36 Months** from the date of its initial registration.

Service Provider

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Sd/-
Block Development Officer
Tihidi


Block Development Officer

ANNEXURE-II

GENERAL INFORMATION FOR HIRING OF VEHICLES

1. Name of the Service Provider: -
2. Complete Address of the Service Provider with Contact No. (Whatsapp): -

3. Registration No. of the vehicle: -
4. Fuel (Petrol/Diesel/EV): -
5. Type of Vehicle (AC / Non-AC): -
6. Year of Manufacture: -
7. Model: -
8. Date of Registration: -
9. Engine Number: -
10. Chassis Number: -
11. IDY as per Insurance Certificate: -
12. Odometer Reading in Kms: -
13. Date of recording of the Odometer Reading: -
14. Name & complete address of the Owner with Contact No. (Whatsapp): -

15. GSTIN: -
16. GeM Registration Number (if): -
17. PAN: -

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18. Fitness Certificate Validity: -

19. Permit Certificate Validity: -

20. Insurance Validity: -

21. P.U.C.C Validity: -

22. Name/ Address of the Driver with Mobile Number (Whatsapp): -

23. D.L. No. & validity of the D.L. of the Driver: -

24. Proposed hire charge of the vehicle per month excluding fuel cost in Rupees: -

25. Rate of fuel consumption / Mileage per liter: -

26. Email ID of the Owner/Service Provider (Bidder): -

N.B.: - All information furnished above shall have to be supported by acceptable and valid documents (wherever applicable) and their photocopies have to be submitted along with the Bid Document, self-signed on all pages subscribes above " Submitted by me"

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

Seal & Signature of the Bidder

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ANNEXURE-III

CHECK LIST

***All Documents must be self-attested as "Submitted by me (Bidder)"**

SI No	Type of Document	Submitted (Y/N)	If provided mention the Reference No.
1)	Bid cost in shape of Bank Draft		
2)	Earnest Money Deposit		
3)	Self attested copy of GST registration certificate		
4)	Self attested copy of PAN Card		
5)	Self attested copy of last Income Tax Return filed		
6)	Bid/ Bidder's profile (Annexure- II)		
7)	Self -declaration for non-blacklisting by any State Government or Central Government organization (as per Annexure -IV)		
8)	Filled Check list as per Annexure-III .		
9)	Signed Bid Document (All Pages) as read and understood		
10)	Single Envelope enclosing all documents along with the Bid Document Clearly and Properly Super Scribed as noted below (N.B.)		

N.B. - The intended Bidders must submit their Bids in single envelope clearly super scribed with the name of the work 'HIRING OF ONE NUMBER OF BS VI COMPLIED VEHICLE FOR ENGAGEMENT IN THE OFFICE OF THE PANCHAYAT SAMITI, TIHIDI, BHADRAK UNDER MGNREGS' duly signed on all pages and accompanied by completely filled up Documents as per the Checklist (**Annexure-III**) in order to avoid rejection.

Signature of the Bidder with Seal

Date:-

Place:-

Service Provider

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ANNEXURE - IV

DECLARATION

I/ We M/s. _____ represented by its Proprietor/ Managing Partner/ Managing Director/Owner having its Registered Office at _____ do hereby declare that I/ We have carefully read all the conditions of Bid with Bid Identification No. _____ of _____ Dated _____ as mandated by the Bidder and will abide by with all the terms conditions of the Bid.

I/We do hereby declare that I/We have not been derecognized/ blacklisted by any State Government or Central Government organizations for any reasons.

I/We agree that the Bid Inviting Authority can forfeit the Earnest Money Deposit (N/A) and or Security Deposit and blacklist me/ us for a period of 2 (two) years if, any information furnished by us proved to be false at any time or not abiding by the Bid terms and conditions.

I/We do hereby solemnly affirm and stated that the facts stated above are true to the best of my knowledge, belief and best on records.

Signature of the Bidder:

Date:

Name & Address:

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ANNEXURE-V

ADDITIONAL TERMS AND CONDITIONS FOR HIRING

1. Car is required normally for 6 days in a week i.e., from Mondays to Saturdays between 7.00 hrs to 21.30 hrs. In case of emergency, the car may be retained beyond 21.30 hrs also and can be used on holidays also.
2. In the event of any urgent official business, the car will have to be provided on holidays for which advance information may or may not be given.
3. The car and driver shall be at the disposal of the Authority during the period of engagement.
4. The cars to be provided should not be more than three years old or should not have run more than 50,000/- kms as on the date of hiring by this Authority. The cars shall be maintained with good and clean upholstery.
5. The firm/owner should have at least one year of experience in the tour and travels business in providing taxis in the Government Sector/Semi Govt./Public Sector and should have adequate numbers of vehicles of its own with them.
6. The firm should ensure that the driver to be provided must possess valid driving license with 5 years' experience and carry all the necessary documents (Registration Certificate, Up to date Insurance Papers, PuC Certificate, Fitness Certificate, Contract Carriage Permit etc.) with him. The driver should wear uniform and behave well with pleasing manners and should have fair knowledge of Odia/Hindi and knowledge of English will be an advantage. He should be able to attend to any minor technical problems that may arise while using the car. He should always carry a mobile phone (preferably a smart phone) with him, as it will enable the Officer to contact him at any time. The names and full address of the drivers, who will attend the duty on monthly basis, have to be furnished along with the Bid.
7. In the case of contracted vehicles, same car and driver should be sent daily. Any change in vehicle or drivers will be allowed only in exceptional circumstances and that too with the prior information/approval of the Authority.
8. The drivers of the vehicle provided must follow traffic rules and other regulations prescribed by the Govt. from time to time. Drivers should be familiar with all important places in Bhadrak and outstations.
9. During the period of contract, no request for increase in the tariff will be entertained on any account.
10. The vehicle must be made available at any given time and day as informed by the Authority.
11. The vehicle should report to the place of requirement as per directions of the Authority.

12. The Authority will not be responsible for any challan, loss damage or accident to the vehicle or to the driver.
13. The firms/owners should have arrangements for repairing their vehicle at short time notice and during the repair time the firm/owner should provide a substitute vehicle and driver immediately so that there is no inconvenience/disruption in the work of the Authority.
14. The firm/owner must have all requisite clearance certificates etc, from the concerned Govt., agencies as per rules.
15. The daily record indicating time and mileage for each vehicle shall be maintained.
16. Telephone facility (24 hours) must be available with the Travel Agency/Firm/Owner and drivers.
17. The rates should be quoted inclusive of all expenses such as Taxes, maintenance, repair and servicing, driver batta etc excluding the cost of POL per month.
18. The rates will be valid for a period of 24 months subjected to subsequent renewal up to the date, vehicle reaches the age of 5 years from the date of its registration, on the ground of satisfactory performance.
19. The arrangement may be initially for a period two years and may be extended at the discretion of the Competent Authority under the same rate, terms and conditions.
20. The payment will be made on monthly basis on submission of pre-receipted bill(s) duly supported by duty slip(s)/log sheet(s) duly signed by the concerned officers. Format for the same are attached along with.
21. TDS will be deducted as per Income Tax/GST Rules.
22. The Authority has to attend its regular meetings once/twice in every month and District/State Level meetings are also taken place regularly. Additional cars (both AC and Non AC) are, therefore, required during such meetings.
23. BDO, Tihidi reserves the right to hire the additional vehicles other than contracted vehicles at the rates as applicable for its usage in Bhadrak district and its neighboring districts. BDO, Tihidi reserves the right to hire the additional vehicles other than contracted vehicles at the rates as applicable even for its usage for outstation duty.
24. **Bid Security:**
 - i. The bidder must deposit **Rs.5,000/- (Rupees five thousand only)** as Bid Security (SD). The bid security shall be in the form of Bank guaranty/ Demand draft drawn in favour of the Block Development Officer, Tihidi. EMD of **Rs. 5,000/-** submitted earlier may be adjusted within the SD if so desired/demanded by the Bidder concerned.



- ii. The Bid Security may be forfeited:
 1. If bidder withdraws his/her bid during the period of bid validity specified by the bidder in the bid form
 2. If the successful bidder fails
 - a. To sign contract
 - b. To furnish performance security

25. Performance Security

1. For successful bidders the Bid security will be converted into performance security.
2. The successful bidder is required to pay balance Total Performance Security (PS) amount equal to 10% of the approved Negotiated Rates per month for vehicles hired under schedule 1 x 12 months.
3. Performance Security shall be submitted in the form of Demand Draft drawn in favour of Block Development Officer, Tihidi issued by a Nationalized Bank or by bank guarantee.
4. Performance Security will be discharged after completion of the performance obligations under the contract (without interest for the period retained by the BDO). Therefore, validity should be 2 months more in addition to the contract tenure of 1 year.
5. If the Travel Agency/Firm/Owner fails or neglects any of his obligations under the contract it shall be lawful for Block Development Officer, Tihidi to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

26. Termination of Contract:

1. Block Development Officer, Tihidi may without prejudice to any other remedy for breach of contract, may terminate the contract in whole or in parts.
 - (a) If the Travel Agency/Firm/Owner fails to arrange the supply of any or all of the vehicles within the period (s) specified in the contract or any extension thereof granted by the BDO, Tihidi.
 - (b) If the Travel Agency/Firm/Owner fails to perform any other obligation(s) under the terms & conditions of the contract.
2. "The Block Development Officer, Tihidi reserves the right to stop the usage of any Vehicle & Terminate the Bid at any time during the validity/Extended period of Bid without assigning any reason whatsoever & BDO, Tihidi shall not be responsible for any loss to Travel Agency/Firm/Owner on this Account".
3. A vehicle can only be engaged up to the period it attains its age of 7 years from the date of its initial registration, beyond which the vehicle cannot be used further under any circumstances.
4. **Determination of L-1**
 - a) In case the numbers of qualified bidders are less/more than the requirement then the first option of providing the vehicles will be given to L-1 of Schedule I.

b) However, BDO, Tihidi is not bound to accept the lowest or any bid if it deems necessary.

27. Evaluation:

- i. If there is a discrepancy between words and figures, the amount in words shall prevail and be valid. Prior to detailed evaluation, Block Development Officer, Tihidi will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which confirms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by the Block Development Officer, Tihidi.
- ii. Block Development Officer, Tihidi shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the price of the service offered inclusive of all levies and charges as indicted in the price schedule and on the basis of Vehicle type, class, age, fuel type, validity of documents, mileage, shortfall of any requisite documents, signature of the bidder at requisite places, past performance etc..
- iii. The evaluation may also include physical inspection of the vehicle, physical/technical checking of the meters and test drives *if required*.
- iv. Newer vehicles in age (BS VI complied) of relevant class, fuel type and mileage shall be given first preference over the comparatively older ones.
- v. Vehicles/Owners/Service Providers/Bidders established/registered within the range of 20 kms (radius) from the Block Head Quarter, Tihidi, Bhadrak shall be given preference over the others during the evaluation.

28. The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulation is the sole responsibility of the Travel Agency/Firm/Owner and any breach of such laws or regulations shall be deemed to be breach of this contract.

29. The Travel Agency/Firm/Owner shall assign the job of driving of hired vehicles only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials as well as essential store items while running the vehicle by ensuring safe driving. The attested copy of driving license of all such drivers should be submitted during the contractual period. BDO, Tihidi shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under Section 29 of IPC and any loss caused to BDO, Tihidi have to be suitably compensated by Travel Agency/Firm/Owner.

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30. In no case a vehicle which is not registered for the commercial purpose shall be supplied to BDO, Tihidi and taxes, insurance's, Road tax etc. due on such vehicles shall be liability of the Travel Agency. The attested copy of R/C Book and the insurance policy of vehicles supplied under this contract should be submitted to the authorized person of the BDO, Tihidi and will be subject to scrutiny.
31. The Travel Agency/Firm/Owner shall send the vehicle for periodical servicing at the cost of the own, BDO, Tihidi will not pay any mileage run for such servicing nor any deduction be made for the duration involved in such servicing.
32. The cost of lubricants, repairs, maintenance, taxes insurance, etc. will be the Agency's liability.
33. Regular checking of meter by the designated transport authority may be done by the Travel Agency/Firm/Owner, and requisite certificate may be shown to BDO, Tihidi as and when demanded.
34. The Travel Agency/Firm/Owner should ensure that at the end of duty, the duty slips are completed and signed by the users. Original duty slip should have been submitted by the Travel Agency/Firm/Owner along with its bills for its payment.
35. The Authority reserves the right to terminate the contract without assigning any reasons.
36. As these vehicles are to be used by the Senior Officers, the Drivers must observe all the etiquette and protocol while performing the duty. He must be neatly dressed, should wear proper uniform & must carry a mobile phone in working condition, for which, no separate payment shall be made by the BDO, Tihidi. Driver of each vehicle may have credit card which is issued by Bank/ Petroleum companies for filling up the diesel/ petrol for vehicle. Proof of credit cards may be submitted along with technical bid.
37. The Authority reserves the right to reject any or all the Bids without assigning any reason thereof.
38. **Period of Contract:** Under normal circumstances the contract shall be valid for contracted period of **two years** from date of issue of work order Agreement. However contract may be extended for further period of one year, if agreed by the Travel Agency/Firm/Owner and BDO, Tihidi on the same rate, terms and conditions **ON THE GROUND OF SATISFACTORY PERFORMANCE.**

39. **Quantity:** Estimated number of vehicles to be hired is 1 however it should be clearly noted that BLOCK DEVELOPMENT OFFICER, TIHIDI shall place the order only as per the actual requirement from time to time.

40. **Accuracy of meter:** The meter reading should tally the actual distance of run at any Meters instant and authorised officer shall have full power to check up the meter for its correctness and to take action accordingly.

41. Penalties :

i) The selected bidder on receipt of telephonic information or letter from BLOCK DEVELOPMENT OFFICER, TIHIDI, repairs of vehicle should rectify them immediately. In case during repairs of the vehicle, change of vehicle is permitted initially for a period of 5 days.

If * Bided vehicle is not provided beyond 7 days , then Penalty of as decided by BLOCK DEVELOPMENT OFFICER, TIHIDI will be imposed for every day till the Bided vehicle is provided, in addition to deduction on pro-rata basis for the period. If change of vehicle is to be provided by the Travel Agency for a long period, the change of vehicle approval has to be taken from BLOCK DEVELOPMENT OFFICER, TIHIDI.

* Note:- Bided vehicle means any vehicle as per Bid specification.

i) In case of break down, vehicles have to be replaced by other immediately or not more than one hour.

ii) In case of non-availability of vehicles, penalty as decided by BLOCK DEVELOPMENT OFFICER, TIHIDI shall be imposed in addition to deduction at pro-rata basis for that day.

iii) In case of non-availability of vehicles during extra hours, penalty as decided by BLOCK DEVELOPMENT OFFICER, TIHIDI shall be imposed.

iv) In case there is no fuel in the vehicle and driver is unable to arrange the fuel immediately within 45 minutes, penalty as decided by BLOCK DEVELOPMENT OFFICER, TIHIDI shall be imposed. In addition to above, performance security may also be forfeited for the above said reasons.

ANNEXURE-VI
FORMAT FOR AGREEMENT

1. This Agreement is made on this _____ day of _____ (Month) _____ (Year) on behalf of Govt. of Odisha in Panchayatiraj & Drinking Water Department 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- _____ ;
Colour- _____ ;
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 _____ year at the rate of _____ per month (excluding GST) payable monthly and the mileage of the vehicle, which shall be governed as per Finance Department O.M. No. FIN-COD-MV-0004-2018-22924/F, dt. 14.08.2023 and PR & DW Department, GoO Letter No. PT2-PR-NREG-VEHICLE-0001-201-738, Dt. 23.04.2021. The contract may be renewed/ rescinded subject to the 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 the designated

Service Provider

Block Development Officer

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 the agency.

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 The 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 this contract, the agency shall hand over the log book(s) to the Principal unconditionally.

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 seven years should be replaced by the agency.** 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 shall 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 functional mobile charger and ambient freshener.

4.12 The agency shall ensure that all electrical connections including lights (head, tail, turn indicators, pass and brake), horn and other related systems shall be periodically checked and maintained by the agency to avoid any inconvenience to the user(s) of the vehicle.

4.13 The 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 done with the knowledge of the Controlling Officer of the Principal. Moving away of the vehicle without the knowledge of the Controlling Officer of the Principal will be considered as non-availability and will be liable for penalty.

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Driver deployed:

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

4.14 Driver, who possesses a valid commercial driving license only shall be deployed by the agency.

4.15 Driver, should be competent enough both physically and mentally to perform his duties uninterruptedly at the time of any emergency towards deliverance of public service, only in public interest.

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 should maintain polite & courteous behavior towards department users as well as to other departmental staff. Following may be construed as "Misbehaviour" and shall attract penalties as per provisions of the contract. Repeated instances may result in termination of the 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, the Principal/ user department shall have full rights to terminate the contract with an immediate effect.

4.19 Driver must be provided with a working mobile phone and contact number be provided to the Principal/ 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 Principal of the above change.

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

4.22 Gossiping with the guests and using mobile phone during driving is not allowed in any case. 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 no. 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 the 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 /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/ or Users of user or any Govt. 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 shall 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 Labor 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/ Govt. 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/ MV 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.

4.32 The vehicles deployed for duty for the user department shall at no point of time carry any person other than the personnel(s) authorised or permitted by the user department/ by the principal in all cases.

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 pick up and no extra kilometers from the garage to the pickup point shall 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 only, through ECS/RTGS within 15 days from the date of receipt of bills/ demand complete in all respect. User department/ Principal shall pay the vendors/ agency, 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.

Service Provider

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5.4 The Principal shall be responsible for costs relating to fuel, toll gate charges, parking charges 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) months' 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 if any or all issued to the driver/ agency.

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.

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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 PR & DW 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 Govt. of Odisha

(AUTHORISED SIGNATORY)
Principal

WITNESS:

1.

2.

FOR AND ON BEHALF OF Service Provider/Agency

(AUTHORISED SIGNATORY)

WITNESS: In the presence of (Name, Address & Signature)

1.

2.

FOR AND ON BEHALF OF the Principal

(AUTHORISED SIGNATORY)

Service Provider

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APPENDIX-I

FORMAT OF DUTY SLIP
(Print Name of the Company & address)

Sl.No.

Date

Engaged by	Ordered by	Reported to
Driver's Name	Registration Number of car	Model & Year of Car
A/c or Non-A/c	Petrol/ Diesel/ CNG	Purpose of Journey

Sl. No	Date	Closing		Opening		Running	
		Kms	Time	Kms	Time	Kms	Time

Date	Place of origin	Place of destination	Via

Particulars	Amount	
	Rs.	P.
Car hire charges for.....days per day Rs.....		
Petrol cost for.....kms per km Rs.....		
Excess runningkms per km Rs.....		
Extra detention hrs / Waiting chargeshrs per hour Rs.....		
Driver Batta.....per day Rs.....		
Night Halt..... per night Rs.....		
Permit charges.....		
Toll gate/ other charges		
Total		

Signature of Driver

Signature of user

For... ..Travels/Owner/Firm

Service Provider


Block Development Officer

APPENDIX-III

FORMAT FOR LOG BOOK

Date	Place of Departure & Time	Place of Arrival & Time	Kilometre age/ Hours Done	Purpose of Journey	Name & Designation of the Officer Using	Petrol/ Diesel					Signature of the Driver	Signature of the Officer	Remarks
						Petrol/ Diesel in Tank	Petrol/ Diesel Supplied	Total	Petrol/ Diesel Consumed	Balance in Tank			
1	2	3	4	5	6	7	8	9	10	11	12	13	14

Service Provider

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 Block Development Officer

APPENDIX-IV

REQUEST LETTER FOR CONTRACT RENEWAL

(To be submitted under the Letter Head of the Service Provider)

[To be submitted by the Contractor before thirty days of the natural termination of the existing Contract]

To

The Block Development Officer
Tihidi, Bhadrak, Odisha – 756130

Sub: - Renewal of the Contract executed against the work namely " _____ " regarding.

Ref: - Appendix IV of the Contract dated _____ on the subject

Madam/Sir,

In inviting kind reference to the subject cited above, I am to inform you that the Annual Maintenance Contract against the work namely _____ which was executed on Date _____ between you and M/S _____ is about to expire on Date _____ (7.00 AM).

In this regard, I am to request you to give me/us an opportunity to serve your good office for the next AMC year at the Terms and Conditions of the existing Contract at the same cost / at Rs. _____ Rupees _____ only excluding all Taxes but includes Transportation, Installation and Logistics charges (till the point of supply/Installation).

This is submitted for your kind information and necessary action.

Yours faithfully

Date: -

Signature with Stamp & Seal

Place: -

Full Name: -

For the Company/Agency: -

Address with Contact No.: -

Service Provider

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Block Development Officer

APPENDIX-V

OFFICE OF THE PANCHAYAT SAMITI, TIHIDI, BHADRAK

At/Po - Tihidi, Bhadrak
PIN- 756130



E-mail - ori-tihidi@nic.in
Tel/Fax - 06784274430

Order No. _____ Date- _____

RENEWAL OF THE CONTRACT

The Contract for Hiring of one number of BS VI complied vehicle for engagement under NREGS' w.r.t. BIN No. _____, Dated _____ which did remain in force till Date _____ (7.00 AM) is hereby renewed further for a period of 365 days starting from Date _____ (7.00 AM) up to Date _____ (7.00 AM) with M/S _____

_____ keeping all the terms and conditions unaltered / altered at some instances as per Annexure(s) _____ as were enshrined in the Original Contract executed on Date _____. The value of the contract is of Rs. _____ /- (Rupees only) payable per month as agreed upon mutually by all the parties at (Place) _____ on Date _____

The testimonial details of the Contractor are annexed to this Renewal Document for information and necessary action of all concerned.

Encl: -

Block Development Officer
Tihidi
(First Party)

EXECUTED AS READ, UNDERSTOOD & ACCEPTED
(Second Party)

Name: -
Designation & Mobile Number: -
For M/S _____
Local/ Nearest Address - _____
24x7 Service Helpline Number: - _____ / _____ Time _____ AM to _____ PM
Name and Address of the Relationship Manager: - _____

Contract Period as agreed on renewal: - _____ Days or _____ Calendar Months Starting from Date _____ (7.00 AM) to Date _____ (7.00 AM)
Principal Business Address of the Service Provider: -
Reg. No. / GSTIN: -
Security Amount of Rs. _____ to be Deposited/Adjusted (Preference with Details)

Date: -
Place: -

Signature with Stamp and Seal

CC: -Copy to all persons concerned for information and necessary action.

Service Provider

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Block Development Officer

APPENDIX-VI

OFFICE OF THE PANCHAYAT SAMITI, TIHIDI, BHADRAK

At/Po - Tihidi, Bhadrak
PIN- 756130



E-mail - ori-tihidi@nic.in
Tel/Fax - 06784274430

No. Date-

LETTER (Notification) OF AWARD (LoA) for RENEWAL OF CONTRACT

To

.....
.....
.....

Sub: Award of Contract for the Work/Service "

Ref: Your Offer No. Dt. against our Tender/ QCN/ BIN No. Dated

Dear Madam/Sir,

The undersigned is pleased to accept your tender/Quotation/Contract Renewal request for the aforesaid work for an amount of Rs..... /- (Rupees only) against no.(s) of work items/services as requested by you on all existing terms and conditions as per the original contract with all statutory deductions at their respective standard rates shall remain applicable as mandated to the case.

Hence you are hereby requested to execute the agreement/renewal agreement by date, failing which your claims may not further be entertained.

This notification concludes the legally binding contract between you and the undersigned till the issue of a formal contract/renewal order.

Yours Truly

BLOCK DEVELOPMENT OFFICER
TIHIDI

CC: -

Service Provider

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