

OFFICE OF THE MUNICIPAL COUNCIL: BALANGIR



TENDER CALL NOTICE FOR HIRING OF VEHICLE
UNDER
BALANGIR MUNICIPALITY, BALANGIR

Signature of the Bidder
Sold Bid Document


Executive Officer,
Balangir Municipality
8/12/23

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Signature of the Bidder

Executive Officer
Balangir, Municipality

[Handwritten signature]
8/12/20



OFFICE OF THE MUNICIPAL COUNCIL: BALANGIR

Address: - Office of the Balangir Municipal Council Balangir, Opp. Of Rajendra Park Balangir,
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Letter No.- 5589

Date.- 08.12.2023

TENDER CALL NOTICE

Sealed Quotations are invited from the intending service providers/Travel Agencies/ Tour Operators /Private individuals for hiring of one no of commercial vehicle TUV 300/Bolero/Sumo Gold/Ertiga and vehicles of similar model and segment having same mileage and hiring charges diesel driven vehicle as per term & condition of OM No.22924/F, Dt.14.08.2023 of Finance Dept. for the use of work section and for enforcement team of Municipality, Balangir on Monthly basis for the period from 01.01.2024 to 31.12.2024". The details of vehicle requirement and other term and condition can be obtained from the web site <https://balangir.nic.in> .Sealed quotation (Super scribing quotation for engagement of vehicle at Municipality, Balangir) should be submitted in the prescribed form in two envelopes for technical bid and for financial bid separately to the undersigned on or before **26.12.2023 up to 04.00 PM** through Registered Post/Speed Post only. Undersigned will not be held responsible for any postal delay. The tender paper will be opened on **Dt. 26.12.23 at 04.30 PM** in presence of bidder or their representative. The authority reserve the right to cancel/reject any or all the tender without assignment any reason thereof.


Executive Officer
Balangir Municipality

Memo No.-5590/ Dt.- 08.12.2023/

Copy forwarded to the Project Director, ADM/Sub Collector, Tahasildar, Balangir for information & necessary action with a request to exhibit the above notice on the Notice Board.


Executive Officer
Balangir Municipality

Memo No.-5591/ Dt.- 08.12.2023/

Copy forwarded to I & P R department, Bhubaneswar for information and requested to publish the Tender Call notice for one day in two daily odiya new paper in minimum size and Copy to D.I.O NIC Collectorate, Balangir for information and necessary action. He is requested that the above Quotation Call Notice may be uploaded/Published in the District Web Portal.


Executive Officer
Balangir Municipality

TERMS & CONDITIONS FOR HIRING OF VEHICLES (ANNEXURE-A)

The vehicle must be in Road- Worthy condition, shall not be more than 3 years old from the date of Initial Registration & must have valid Registration Certificate, Commercial License, Insurance Certificate, Fitness Certificate, Valid Contract Carriage Permit, Proof of up – to- date Tax Payment etc. which are mandatory for plying of vehicle & the copy of the same must be submitted with the Quotation. Also the bidder must submit copy of **PAN Card, GST certificate,** etc. with the Quotation.

1. The service provider shall have a valid OGST registration to participate in the tendering.
2. The Driver of the vehicle must have a valid Commercial Driving License & should be sufficiently experienced in driving transport passengers vehicle.
3. The Driver should be well behaved, gentle and obedient in nature.
4. A sum of Rs.5000/- shall be deposited by the intending bidders in shape of Account Payee Bank Draft drawn in favour of the Executive Officer, Balangir Municipality and submitted- along with tender as **EMD/Security Deposit**. Tender received without EMD will not be entertained/consider at all and will be rejected summarily. Tenders received along with EMD in the form of Cheque/Cash will not be acceptable/considered and rejected. No interest would be paid on EMD .
5. EMD will be refunded to the unsuccessful bidder within thirty days from the date of issue of work order to the successful tender without interest.
6. EMD of the successful tender will be converted into security deposit. No Interest will be paid on the EMD/Security Deposit.
7. The security deposit will be refunded to the agency /contractor after sixty days from the date completion of the contract period and and no interest will be paid thereon.
8. The monthly rate of hire charge be quoted separately in the general bid information (excluding fuel).
9. The hiring charges do not include fuel cost (petrol/diesel) which is to be paid separately basing on actual consumption 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, salary of driver, payment of insurance and road tax etc. required for operation of vehicle in a state will be borne by the Agency.

10. The cost of the fuel will be borne by the Agency and the actual expenses made towards cost of Diesel/Petrol will be reimbursed to the Agency in every succeeding month.
11. The vehicle must achieve a fuel efficiency of minimum average mileage **12 Km per liter**.
12. The details of the make and year of manufacture of the vehicle, Registration No. mileage (Kms covered per liter) and name of the Driver with Driving License No. and period of validity should be specifically provided in the general bid information to be furnished with the Quotation / Tender(Annexure – B).
13. The application form of Tender containing General Bid information and Terms and Conditions for Hiring of Vehicles etc. may be download from the web site <https://balangir.nic.in> from **15.12.2023** to **26.12.2023** .
14. The Quotation completed in all respects should reach the undersigned and shall be received only through **Regd. Post or Speed Post** Only identified as (Super scribing quotation for engagement of vehicle at Municipality, Balangir) Tender Call Notice **No.-5589/08.12.23** on or before **26.12.2023 up to 04.00 PM** and shall be opened on the same day at **04.30 PM** in presence of the bidders or their Authorized representatives. In the event of the specified date of Bid opening declared as a holiday, the bid will be opened at the appointed time & location in the next working day
15. No interest will be paid for delay in payment.
16. In case of the driver with the vehicle not reporting regularly or duty is unsatisfactorily ,the authority will be at liberty to reject the agreement and may engage vehicle from another sources.
17. The authority reserves the right to accept or reject any or all the Quotations without assigning any reason thereof.
18. The 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.
19. The Agency to ensure that all maintenance work in respect of assigned vehicle shall be carried out in off duty hours.
20. In the event of break- down, servicing & repairs of the assigned vehicle the Agency 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.

21. The Agency shall not be allowed to sub-let the Contract.
22. Police verifications for deployed driver shall be ensured by the Agency.
23. The Agency shall update the log book at least once in every 72 hours. Failure to do so will attract penalty as per this contract. At the time of termination of contract the Agency shall hand over the log book (s) to the designated Officer of the Municipality, Balangir.
24. The Vehicles shall report for duty for a minimum of 25 days in a month.
25. In case of emergency, the driver will have to report for duty as per the requirement of hirer and whenever night halt is required that also should be provided by the Agency. No extra payment shall be demanded.
26. Monthly hire charges will be paid in every succeeding month, as far as possible within fifteen days of the submission of bills by the bidder and no advance payment will be made.
27. The vehicle should have commercial license and should not be more than three years old from the initial registration and also in good running condition during the period of contract.
28. The hired vehicles, during the period of contract, shall have all necessary valid motor vehicle 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 should be made available all the times.
29. 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.
30. 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 Agency to avoid any inconvenience to user department.
31. 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.
32. The Driver should be properly dressed in neat and clean attire, if required the driver should wear uniform of specific colour as per requirement of the Principal. The Agency shall provide at his own cost proper uniform and badges as per STATE MOTOR VEHICLE RULE (amended up to date) and photo identity cards to the drivers.

33. The driver of the vehicle deployed for user department duties should maintain polite & courteous behaviour 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 services.
 - i. Denial of duty during contract period, or during hours as noticed by user departments;
 - ii. Use of abusive language.
34. 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.
35. The Driver must be provided with a working mobile phone and contact number is provided to the user department.
36. In an event that for any reasons the driver changes his contact number during the tenure of contract then the Agency will immediately notify the user department of the above change.
37. The driver shall be reachable at all times during duty hours.
38. Gossiping with the guests and using mobile phone during driving is not allowed. In case of urgency, the driver should park the vehicle with permission from the user and talk in the mobile.
39. As soon as the driver is advised to attend any guest by the administration, the driver should call/SMS the guest giving his mobile and vehicle details. Charges of Calls/SMSs will be on agency's account.
40. Vehicle and the driver should not be changed frequently. Any such changes should be informed by the agency to the authority well in advance for permission.
41. The hire charges do not include fuel cost (petrol/diesel) which is to be paid separately basing on actual consumption 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 driver payment of insurance/Road tax etc. required for operation of vehicle in a state will be borne by the Agency.
42. The Agency shall take comprehensive insurance cover with third party unlimited liability risk of the vehicle detailed for the user department requirement. User shall not be liable for any damage/loss whatsoever to the

hired vehicles/public property and /or any third person on account of use of hired vehicle in any manner whatsoever.

43. The Agency shall be 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 of the vehicle whether by accident or otherwise.
44. 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 Agency. The driver as well as Agency shall comply with relevant rules and regulations of Motor Vehicle Act and Rules applicable at present or in future during the tenure or the contract and as may be enforced from time to time for which user departments would not be held liable/responsible in any manner whatsoever . Onus of compliance of all the applicable Laws/Acts/Rules including those under Motor Vehicle Acts/Rules shall rest with the Agency only and user/user departments will not be liable in any manner.
45. The Agency shall be responsible for ensuring compliance with the provisions related to Labour Law and especially Minimum Wages Act, payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour [R&A] Act, Workmen Compensation Act etc. as applicable from time to time .The employees of the Agency shall not be deemed to be employees of the user department and hence the compliance of the applicable acts laws will be the sole responsibility of the Agency.
46. The Agency shall be personally responsible for any theft, misconduct and/or disobedience on the part of drivers so provided by him.
47. 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 the Agency without any extra charges.
 48. The vehicle deployed for duty for the user department shall at no point of time carry any person other than personnel authorized by the user department.
49. 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/Agency will lead to unilateral termination of the contract with immediate effect. The Agency has to ensure the safety of the passenger by avoiding negligent driving

by their drivers such as over speeding, rash driving and driving vehicle without brakes/defective brakes.

50. The mileage count will start from the location of pickup and no extra kilometres from the garage to the pickup point will be provided. The mileage count will also terminate at the dropping point and not up to the garage.
51. The Executive Officer, Municipality Balangir shall make the payment towards hire charges of the vehicle at the end of the 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;
52. The payment shall be subject to any deductions such as penalties, statutory deduction etc.
53. The Executive Officer , Municipality Balangir 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 the Agency.
54. The Executive Officer , Municipality Balangir shall be responsible for costs relating to fuel, toll gate charges, parking charges other statutory levies, if any paid during the journey would be billed on actual and shall be paid by the Executive Officer , Municipality Balangir
55. All distances shall be calculated from the reporting point.
56. The Executive Officer, Balangir Municipality shall have the right to terminate the Agreement, if the services are found to be unsatisfactory upon giving one month notice.
57. 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.
58. Final payment after termination of the contract shall be released on submission of the log book(s) of the vehicle, car pass and pass/ID card issued to the driver,if any.
59. Neither party to the Agreement shall be liable for failure to perform any of its obligations hereunder if prevented from doing so by reason of force majeure.
60. 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 Executive Officer ,
Municipality Balangir .

61. The Agency shall immediately notify Principal of any change of ownership or management of the Agency's business.
62. 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 Agency.
63. The Agreement shall be governed by the Indian laws for the time being in force.
64. The bidder must submit copy of PAN Card, GST certificate & certificate with the Quotation.
65. If the bidder violates any of the terms of contract, Government shall forfeit the entire amount of security deposit.

Signature of the Bidder


Executive Officer
Balangir Municipality

8.12.22

GENERAL INFORMATION FOR HIRING VEHICLES

(To be filled by the Bidder)

1. Name of the Service Provider :-
2. Complete Address :-
3. OGST Number :-
4. Bank Account No and IFSC Code :-
5. Registration No. of Vehicle :-
6. Year of Manufacture :-
7. Make & Model :-
8. Date of registration :-
9. Name & complete address of the owner of vehicle :-
10. Fitness Certificate validity :-
11. Pollution Certificate validity :-
12. Permit validity :-
13. Insurance validity :-
14. Name / Address of the Driver :-
15. D.L No. & Validity of the D.L of the Driver :-

16. *Maximum hire Charge of the
Vehicle per Month excluding fuel
Cost & taxes vide Lr. No-22924/F
Dt-14/08/2023 Finance Deptt.*

Govt of Odisha.) :- Rs. 31,000/-

17. Proposed hire Charge of the
Vehicle per Month excluding fuel

Cost :- Rs.....

18. Rate of fuel consumption/

Mileage per litre :-Km/ litre Diesel/Petrol

19. Contact Number of the Service Provider (Tenderer/ Quotationer)

Mobile..... Telephone.....

20. *Contact number of the Driver* :-

21. PAN card No-.....Mail ID.....

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

Signature of the Bidder