

TENDER DOCUMENT

FOR

**HIRING OF TRAVEL AGENCY FOR PROVIDING VEHICLE ON MONTHLY
AND DAY CALL BASIS FOR
ODSIHA RURAL DEVELOPMENT & MARKETING SOCIETY**

(Tender Method under Finance Department, Govt. of Odisha)



SIRD Campus, Unit – VIII, Bhubaneswar, Pin - 751012
Phone No. [0674] 2565871, Fax- 2565872, www.ormas.org

**INVITATION FOR TENDER FOR HIRING OF TRAVEL AGENCY FOR PROVIDING VEHICLE FOR MONTHLY
AND ON CALL BASIS TO ORMAS (HEAD QUARTER), BHUBANESWAR**

1. Sealed tenders are invited in the prescribed format from registered travel agencies having a valid GST certificate for providing (i) **"Hiring of vehicle Monthly basis"** and (ii) **"Hiring of vehicle on call basis"** to be deployed under ORMAS, Bhubaneswar. ***Interested bidder must submit their bid for both of the service (Monthly/Call Basis). Single bid for any of the above one service should not be consider.***

2. Bid Price

- a) All duties, taxes and other levies payable by the service provider under the contract shall be excluded in the total price.
- b) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- c) The Prices should be quoted in Indian Rupees only.

3. Eligibility Criteria of the Bidder:

3.1 The bidder must have office in Bhubaneswar (Proof to be enclosed)

- a) The bidder shall furnish the following Self attested Document to establish the bidder's eligibility:-

- **Copy of Registration Certificate of Company/Firm.**
- **Copy of GST registration.**
- **Copy of last three Financial years audited statement. (2016-17, 2017-18, 2018-19).**
- **Copy of PAN Card.**
- **Copy of latest GST return.**
- **Undertaking to provide good conditioned vehicles (not more than 3 years old)**
- **Undertaking that firm is not debarred / blacklisted by Government/ Govt. Agency.**

3.2 The agency should have **minimum 3 years** of experience in the same field.

3.3 The agency should have provided vehicles to **at least three** Govt. / Semi-Govt. Organizations / PSUs etc. in Odisha (At least three different organizations) during the period of 2016-17, 2017-18 & 2018-19. The contract value of each assignment must not be less than 8 Lakh (Rupees eight lakhs). (Self-attested copies of **Work Orders received from Government / Semi-Government/ PSUs / Banks during 2016-17, 2017-18 and 2018-19** are to be furnished).

3.4 Average annual turnover during the last three financial years, i.e. till 31st March 2019, should be at least Rs. 50 lakhs (Rupees fifty lakhs) or more (Audited financial Statement of last three financial year i.e till 31st March 2019 to be enclosed)

3.5 The agencies must have minimum 5 (five) nos. of own commercial vehicle (like Indigo, Swift Dzire etc) within 3 years old from date of initial registration. (RC copy of all own commercial vehicle model within 3 years old to be enclosed as per the format available in technical form-B)

3.6 **EMD of Rs 36,000/-** (Rupees thirty six thousand only) in the shape of Demand Draft/Pay Order in favour of "ORMAS" payable at Bhubaneswar

3.7 Tender received late and incomplete will not be considered. The bidder should sign and stamp each page of the tender document.

The documents are to be arranged serially as per the order mentioned above duly signed and sealed in each page.

4 Qualifying to the Bid.

- a) The tender will have to be submitted in two parts i.e. **Technical Bid (Cover-A which includes Technical form A,B & C)** and **Financial Bid (Cover-B which includes financial bid only)**. The formats & documents to be submitted in technical & financial bid are mentioned in the tender document. The bidders should submit their **technical** and **financial bid separately** in **two envelopes** and these two envelopes should be put into **another cover envelop** super-scribed as **"Tender for Hiring of Travel Agency for providing hiring Vehicles on Monthly & Call Basis"**. The Technical & Financial Bid envelopes should be clearly marked as **Technical Bid & Financial Bid** on the top of the relevant envelopes. The tenders (Cover & inner envelopes) should be addressed to: **"Chief Executive Officer, Odisha Rural Development & Marketing Agency, SIRD Campus, Unit-VIII, Bhubaneswar, Odisha, PIN-751012"**.
- b) Technical Bid:-The firm shall furnish the eligibility documents to establish the bidder's eligibility.
- c) The conditional bids shall not be considered and will be out rightly rejected in very first instance.
- d) All entries and pages in the tender form should be legible and filled clearly and signed by the authorized representative. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory to be attached. **No overwriting or cutting is permitted in the Financial Bid Form.** In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender.

5 The financial bids of those bidders shall be opened whose minimum technical score is 40 marks.

6 EMD:

The bidder shall furnish EMD of **Rs 36,000/-** (Rupees thrity six thousand only) in the shape of Demand Draft/Pay Order in favour of "ORMAS" payable at Bhubaneswar. Any bid submitted without EMD will be rejected. The above EMD will be forfeited if a bidder withdraws its bid during the period of bid validity, submission of forged documents during the bid process. The EMD (which will not carry any interest) of the unsuccessful bidders will be refunded on execution of agreement with the successful bidder. In case of successful bidder, the EMD will be returned after furnishing the Performance Security.

7 Performance Security:

Successful bidders will be required to deposit 10% of Contract Value (total monthly charges for one year) as Performance Security, and will be refunded 28 days after satisfactory completion of the contract and after adjustment of dues if any. If the agency fails to provide the vehicle/service as per agreement of ORMAS, the performance security shall be utilized or forfeited as the case may be by ORMAS.

8 Validity of Bid:

Tender shall remain valid for a period not less than 60 days after the last date of submission specified in the tender document.

9 Evaluation and award of contract:

a) Technical Scoring :-

| Sl. No. | Criteria and sub-criteria | Maximum Marks |
|---------|--|-----------------|
| 1. | Bidder must have office in Bhubaneswar | 10 |
| 2. | Experience of providing vehicle to at least three Govt. / Semi-Govt. Organizations / PSUs etc. in Odisha (At least three different organizations) during the period of 2016-17, 2017-18 & 2018-19. The contract value of each assignment must not be less than 8 Lakh (Rupees eight lakhs). <ul style="list-style-type: none">= 3 and < 5 organizations - 10 marks> 5 and < 10 organizations - 20 marks> 10 and < 15 organizations - 30 marks | 30 |
| 3. | The bidder should have an average annual turnover during the last three financial years, i.e. till 31st March 2019, should be at least Rs. 50 lakhs (Rupees fifty lakhs) or more. (as per the Audited financial Statement of last three financial year i.e till 31st March 2019) <ul style="list-style-type: none">= 50 and < 75 lakhs - 10 marks> 75 and < 100 lakhs - 20 marks> 100 and < 150 lakhs - 30 marks | 30 |
| 4. | The agencies must have minimum 5 (five) nos. of own commercial vehicle (like Indigo, Swift Dzire etc) within 3 years old from date of initial registration. (RC copy of all own commercial vehicle model within 3 years old to be enclosed as per the format available in technical form-B) <ul style="list-style-type: none">Minimum 5nos. of own vehicle within 3 years old from date of initial registration - 10 marks> 5 and < 7 nos. of own vehicle within 2 years old from date of registration - 20 marks> 7 and < 10 nos. of own vehicle within 1 year old from date of registration - 30 marks | 30 |
| | Total Marks | 100 |
| | Minimum Technical Score | 40 marks |

- Technical Evaluation shall be done jointly and Financial evaluation shall be done separately for Call Basis and Monthly Basis as per below:

Monthly Basis

- Technical bid shall be evaluated first for those bidders who fulfil the eligibility criteria.
- The technical bid shall be evaluated and marking shall be awarded as per the bidders credential.**
- Financial proposal shall be opened after the technical evaluation is completed and only those bidders who have qualify minimum score in the technical evaluation shall qualify for financial bid opening. In the financial bid, the bidder with the lowest price shall be awarded the contract. The price quoted for monthly hiring charges in financial bid should not exceed the limit as fixed by Finance Department (under the category mentioned in Sl. No.4 of the latest office memorandum of Finance Dept., GoO.)
- In case two bidders quote the same lowest price, then the firm with the highest mark in the technical bid shall be awarded the contract. However, if two bidders quote the same lowest

price and their technical mark also become equal, then in that case the bidder having more own commercial vehicle shall be awarded the contract for **monthly basis only**.

- E. Lubricant & Diesel will be reimbursed by the ORMAS on the basis of 1000 KM running per litre Mobil and 17 K.M (Swift Dzire) per one litre diesel respectably for all vehicles on Monthly Basis.

Call Basis

- A. The successful bidder in case of monthly hiring basis will be selected for the call basis for providing the vehicles, but with the following conditions:-
- A comparative statement shall be prepared on the basis of Per Km. (long tour) and Per hour price (local tour) quoted for each vehicle proposed. The average rate quoted by all the bidders in terms of Per Km. (long tour) price, Per hour price (local tour), halting charge per hour & night halt charges shall be calculated. The successful bidder has to accept the average rate calculated on the basis mentioned above. In case, the bidder has quoted less price than the average rate calculated for each head as mentioned above, then the rate quoted by the bidder will be taken as the rate for each head.
- B. The vehicle running within 200 k.m. per day will be treated as Local tour and which includes 10 k.m free coverage per hour and rest Kilometre will be charged on the basis of the Kilometre wise as per the quoted price of the bidder in the above 200 KM.
- C. If the vehicle running more than 200 K.M per day, it will be treated as long tour and the bidder will charge the rate only on Kilometre wise.
- D. Night halt charges for all vehicles shall be applicable if the vehicle running more than 200 K.M outside the district of ORMAS's Head Quarter.
- E. The quoted rate should not be higher than the rate mentioned in the table below:-

| Slno | Type of vehicle | Long Tour (Above 200 KM per day) | | | Local Tour (Within 200 KM per day) |
|------|--------------------|---|--|---------------------------|--|
| | | Rate per KM (Charges for above 200 KM) in INR | Halting Charge per Hour (Beyond Running Hours 50 k.m./ Hr.) (Rs.) ** | Rate for Night Halt (Rs.) | Local Hourly rate for Below 200 KM(Per hour 10 KM free) in INR |
| | | AC | AC | | AC |
| 1. | Indigo | 9.80 | 50.00 | 200.00 | 168.00 |
| 2. | Swift Dzire Diesel | 9.80 | 50.00 | 200.00 | 168.00 |
| 3. | Bolero /Travera | 11.50 | 50.00 | 200.00 | 200.00 |
| 4. | Innova | 13.00 | 50.00 | 200.00 | 240.00 |

- The rates/contract will be valid for a period of one year from the date of Contract. No adjustment of rates will be applicable within the time period. The contract shall be extended on satisfactory performance and at the discretion of Chief Executive Officer, ORMAS.
- There may be empanelment of two or three agencies for each type of vehicle (to be decided by the tender inviting authority based on requirement of the type of vehicle).

- If the successful Bidder fails to execute the order, the Performance Security of the Bidder will be forfeited and the Bidder will be debarred for 3 three years from ORMAS HQ Office.

10 Interested bidders may submit their sealed tender in the prescribed format mentioning **"Tender for Hiring of Travel Agency for providing hiring Vehicles on Monthly & Call Basis"** on cover of the envelop to the "Chief Executive Officer, Odisha Rural Development & Marketing Agency, SIRD Campus, Unit-VIII, Bhubaneswar, Odisha, PIN-751012" latest by **23.10.2019 (01:00 P.M.)**. The Tender shall be opened on the same date at 4 P.M. in ORMAS Conference Hall.

11 The Bidders' designated representatives are invited to attend the **Pre-Bid meeting** at their own cost, which will take place at Chintan Hall, Odisha Rural Development & Marketing Agency, SIRD Campus, Unit-VIII, Bhubaneswar, Odisha, PIN-751012 on dt. **21.10.2019 (11:00 A.M.)** to clarify issues and to answer questions on any matter that may be raised at that stage.

12 The details terms & conditions for providing Vehicle on Monthly and Call basis can downloaded from official website only i.e. www.ormas.org

13 In case of any Addendum/Clarification/Corrigendum/Extension regarding this tender, the same will be published in the above mentioned official websites only.


Chief Executive Officer,
ORMAS, Bhubaneswar

TENDER FORM

Technical Bid – Form A

(The documents have to be arranged **serially** as per the order mentioned below)

1. ORGANIZATION PROFILE

a) Name _____

b) Regd. Address _____

c) Address of Office at
Bhubaneswar _____

d) Number of Branches in Odisha if any (Please mention place & locations)

e) Name of authorized signatory (in block letters) :

f) Specimen signature of authorized signatory:-

g) Telephone/Mobile No. of authorized signatory of Firm:

h) Email Address of firm:

i) Contact Person's

i) Name & Design. _____

ii) Tel No. Landline _____ Mobile _____

iii) Email ID _____

2. Type of Firm: Proprietorship/Private Ltd, /Public Ltd.,/Cooperative/NGO/PSU
(Tick as applicable)

3. Bank Account Number with Branch and name of Bank

4. Registration no. of the Firm/Company: _____
(Please enclose self attested photocopy)

5. PAN No. : _____
(Please enclose self attested photocopy)

6. GST Regn. No.: _____
(Please enclose self attested photocopy)

7. Annual Turnover for the last 3 financial years:
In Indian Rupees.

2016-17 _____

2017-18 _____

2018-19 _____

(Please enclose copies of audited balance sheet and P&L A/c of last three financial year, i.e till 31st March 2019)

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8. The agency should have provided vehicles to at least 3 Govt. / Semi-Govt. Organizations / PSUs etc. in Odisha (At least three different organizations) during the period of 2016-17, 2017-18 & 2018-19. The contract value of each assignment must not be less than 8 Lakh. The firm shall be given added advantage having similar assignment irrespective of the value.

(Self-attested copies of Work Orders received from Government / Semi-Government/ PSUs / Banks during 2016-17, 2017-18 and 2018-19 are to be furnished as per technical bid form-C).

9. The agencies must have minimum 5 nos of own commercial vehicle (like Indigo, Swift Dzire, etc) within 3 years old from date of initial registration.
(RC copy of all the own commercial vehicle model within 3 years old to be enclosed at Technical bid form-B)

10. Copy of latest GST return attached (Yes/No)
(Please enclose self attested photocopy)

11. Earnest Money Details : D.D. No. _____ Date _____
Amount: Rs.36,000
Drawn on _____

12. Undertaking to provide good conditioned vehicles (not more than 3 years old).
(Attach the undertaking with signature & seal of the Organization)

13. Undertaking that the firm has not been debarred/ blacklisted by any Govt. Organization / Semi Government Organization / PSUs.
(Attach the undertaking with signature & seal of the Organization)

14. Whether all documents submitted signed by the authorized signatory of the firm/agency (Yes/ No):

I / we hereby certify that the terms and conditions given with the tender call notice have been read carefully and acceptable to me/us and that the information furnished above is full and correct to the best of my /our knowledge. I / we understand that in case of any deviation in the above statement at any stage, my/our Firm/Agency will be blacklisted by your office and will not have any dealing with your office in future.

Signatures of authorized signatory

Name _____

Designation _____

Seal:

Technical Bid – Form B

The agencies must have minimum 5 nos of own commercial vehicle (like Indigo, Swift Dzire, etc) within 3 years old from date of initial registration. Agency shall be given added advantage for having more own commercial vehicle and less old vehicle.

Detail information of vehicle registered in the name of the firm

| Sl.No | Types of Vehicle | Year of manufacturing | Year of registration | Vehicle registration No | Insurance no and validity details |
|-------|------------------|-----------------------|----------------------|-------------------------|-----------------------------------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |
| 8 | | | | | |
| 9 | | | | | |
| 10 | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

(Copy of the RC of commercial all own commercial vehicle model within 3 years old to be enclosed along with)

Technical Bid – Form C

The agency should have provided vehicles to at least 3 Govt. / Semi-Govt. Organizations / PSUs etc in Odisha (At least three different organizations) during the period of 2016-17, 2017-18 & 2018-19. The contract value of each assignment must not be less than 8 Lakh for aforesaid three assignments only.

| Sl. No. | Name of the Department / Organization (with Address & Telephone No.) | Contract Period | | Contract Value/Order Value | Whether contract closed/not closed/extended |
|---------|--|-----------------|----|----------------------------|---|
| | | From | To | | |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 8 | | | | | |
| 9 | | | | | |
| 10 | | | | | |
| | | | | | |

(Self-attested copies of Work Orders received from Government / Semi-Government/ PSUs / Banks during 2016-17, 2017-18 and 2018-19 are to be furnished).

To be enclosed in separate sealed envelope.

TENDER FORM

Financial Bid - Cover B

A. Monthly Basis Rate (exclusive of GST)

| Sl. No. | Type of Vehicle | *K.M. per one Litre of diesel | *K.M. per one Litre of lubricant | No of Vehicle Required | Monthly Rent excluding fuel & lubricant per vehicle (Rs.) | Total cost Excluding GST (In Rs.) |
|---|-------------------------|-------------------------------|----------------------------------|------------------------|---|-----------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 1 | Swift Dzire-Diesel (AC) | 17 | 1000 | 3 | | |
| Total Cost for 3 nos of vehicle per month (In words) | | | | | | |

(The monthly hire charges should not exceed the maximum limit as fixed by finance Deptt.)

B. Call basis Rate (exclusive of GST)

| Slno | Type of vehicle | Long Tour (Above 200 KM per day) | | | Local Tour (Within 200 KM per day) |
|------|--------------------|---|--|---------------------------|---|
| | | Rate per KM (Charges for above 200 KM) in INR | Halting Charge per Hour (Beyond Running Hours 50 k.m./ Hr.) (Rs.) ** | Rate for Night Halt (Rs.) | Local Hourly rate for Below 200 KM (Per hour 10 KM free) in INR |
| | | AC | AC | | AC |
| 1. | Indigo | | | | |
| 2. | Swift Dzire Diesel | | | | |
| 3. | Bolero /Travera | | | | |
| 4. | Innova | | | | |

** Halting charges in case of Long tour are not allowed from 11 PM to 6 AM if the vehicle halted for night.

(In case of local tour Extra rate per km charges will be treated same as rate per KM as Long tour.)

3. GST: Please mention the % of GST as applicable:_____.

Note: GST will be paid extra as applicable and will not be taken into account for evaluation.

We agree to the terms and conditions and rates mentioned in the quotation for the period as per the contract from the date of signing of the contract/receipt of the purchase order from ORMAS and also agree that the price will remain unchanged during that period.

Place:

Date:

(Signature & Seal of the Authorized Signatory)

GENERAL TERMS AND CONDITIONS OF CONTRACT FOR HIRING OF VEHICLE

1. SCOPE OF WORK

- a) The vehicle on call basis or monthly basis will generally be required by the ORMAS HQ for its official work and carrying officers/ consultants to Government Offices/ Departments and field tour within Odisha.
- b) Providing litigation free vehicles in perfectly good running condition on monthly hiring basis. In case of vehicle on a **monthly basis**, the monthly rate to be paid to the agency for providing the vehicle is inclusive of cost of tyres & tubes, consumables, all major and minor maintenance work with spares and all payments towards driver's salary, his fooding cost, overtime and mobile Phone (for incoming calls). However, the cost of fuel (Diesel), Lubricants (Mobil) are not included in the monthly rate, which will be reimbursed as per actual rate of fuel consumption depending upon the type of vehicle used. The different types of vehicles as follows may be required during financial year 2019-20.

Monthly Hiring Basis Vehicle (Pool) :
Engines

03 Nos Diesel Make
(Swift Dzire- Diesel)

The minimum mileage (KM per liter of diesel and lubricant to be reimbursed) to be quoted should not be less than as detailed below (as per latest Finance Department Circular:- 30464 dated-06.09.2019)

| Sl. No. | Type of Vehicle | Minimum K.M. per one liter of diesel | Minimum K.M. per one liter of lubricant |
|---------|--------------------------------|--------------------------------------|---|
| 1. | Swift Dzire Diesel (AC) 3 nos. | 17 | 1,000 |

(The monthly hire charges should not exceed the maximum limit as fixed by finance Deptt.)

- c) Providing litigation free vehicles in perfectly good running condition as and when required basis. In case of vehicle on a **Call basis**, the Call rate (rate/Km, rate/hour) for providing the vehicle is **inclusive** of the cost of fuel (Diesel), Lubricants (Mobil), cost of tyres & tubes, consumables, all major and minor maintenance work with spares and all payments towards driver's salary, his fooding cost, overtime and mobile phone to the driver. The different types of vehicles as follows may be required during financial year 2019-20.

Call Basis Vehicle:

As per requirement.

(Diesel make engine- Indigo/Swift Dzire/ Innova/ Tavera/Bolero/
as per requirement)

- d) The agency should provide vehicles to ORMAS, BBSR as and when required basis only on getting the telephonic requisition from the authorized Officials of ORMAS.
- e) In any case, the Travel Agent should not change or alter vehicle without prior consent of Authority, ORMAS.
- f) **The firm shall replace those vehicles which completes 3 years old from the date of initial registration during the contract period.**

2. PERIOD OF CONTRACT

- a) The contract period will be initially for a period of one year (from the date of contract). The contract may be renewed on the basis of requirement of ORMAS & successful execution and performance during the service provided.
- b) The authority reserves the right to terminate the Contract without assigning any reason thereof, at anytime during currency of contract by giving one month notice. In the event of any such termination of the contract, the Travel Agent shall only be entitled to the entire amount for services actually provided under the Contract till the termination of Contract, subject to deductions if any under the terms of Contract and no other claims can be allowed or considered.
- c) In case of failure by the Travel Agent to fulfil his contractual obligations, the ORMAS reserves the right to rescind the Contract and the Security Deposit shall be forfeited.

3. RUNNING & MAINTENANCE OF VEHICLE SUPPLIED ON MONTHLY CHARGES AS WELL AS CALL BASIS VEHICLE

- (a) In case of vehicle hired monthly basis the cost of fuel (Diesel, Mobil) shall be paid at the prevailing rate on the day of travel. It is a variable cost.
- (b) The drivers and the vehicles to be provided under this contract shall not be changed without prior intimation to ORMAS. He should also be willing to undertake duty during late/early hours and on holidays. However, the Vehicle shall be made available to ORMAS on any day and as and when required. The agency should make necessary alternate arrangements to provide rest/leave to the drivers, and shall be responsible for payment of their salary and other statutory dues if any.
- (c) Normal maintenance kit, first aid box, torch with 3 cell battery and umbrella shall be always made available within the vehicle by the Travel Agency along with vehicle documents.
- (d) The vehicle shall be kept in good running conditions at all times by the agency. Purchase of fuel, lubricants, spares etc. will be arranged by the Agency at their own cost. Maintenance repair frequent check up, servicing, overhauling, payment of wages to Driver etc. will be the responsibility of the agency and no claim whatsoever on this will be entertained. If the vehicle is sent to garage or filling station, agency shall not claim for these empty trips as well as the time involved for the purpose.
- (e) During the period of Contract, the vehicle shall be exclusively used for ORMAS as per directives of Officer-in-charge of, ORMAS.
- (f) The Agency shall be responsible for proper behaviours of all the persons employed by them. Without prejudice to the generality of above, the agency shall be bound to prohibit and prevent any employee from being intoxicated while on duty, trespassing or acting in any way detrimental or prejudicial to the interest of ORMAS.
- (g) **Normal Office Hour will be from 8.00 A.M. to 8.00 P.M.** The time mentioned will be treated as normal time of office hours and the operator will have to provide vehicle for above mentioned time for monthly vehicles. Night charges for monthly vehicle will not be applicable during the contract period.

- Beyond office hours, the safe keeping of the vehicles is the responsibility of the travel agency. There will be no restriction on movement of the monthly vehicles.
- (h) The firm should have a provision to take bookings 24 x 7 basis.
 - (i) The Kilometres covered by the vehicle from travel agency to ORMAS and back shall not be included in the Contract and for billing purpose.
 - (j) The Travel Agency should provide the Fitness Certificate of the Vehicle.
 - (k) The vehicles & the drivers shall report in time at the designated place & at the designated time on a regular basis, duly fuelled and in sound running condition.
 - (l) The drivers detailed on vehicles assigned for ORMAS duty should be well versed with the roads / routes and traffic regulations in Bhubaneswar. The driver should have atleast 3 years of driving experience in Bhubaneswar and well acquainted on the roads with in the state.
 - (m) The Travel Agency would provide drivers with mobile phone and talk-time at the cost of the travel agency.
 - (n) The drivers shall possess valid driving License, should be at least matriculate, well behaved and punctual and nontoxic. The agency shall be required to change/replace the driver(s) in case not found suitable. The drivers should extend all normal courtesy (such as greeting, opening/closing door etc.) towards the user(s) and should present themselves for duty in a neat and clean appearance.
 - (o) The Travel Agency shall provide replacement of the vehicle immediately (within reasonable time) in case of breakdown or any other problem. In case the condition of vehicle is found unsatisfactory it shall be returned for immediate replacement. In case no replacement provided in time the authority shall have right to hire a vehicle from market and additional cost incurred by authority shall be deducted from the monthly payment due to the agency. Repeated failure to provide vehicle as and when required by the ORMAS will make the agency liable for termination/blacklisting.
 - (p) The Travel Agency shall be solely responsible for the staff deployed on the vehicles and for any untoward situation occurring during the course of duty.
 - (q) ORMAS is not responsible on any accident / any kind of damage to the vehicle during the use of the same by ORMAS.
 - (r) During the period of contract no request shall be entertained for any hike in the tender/ accepted rates due to any reason.
 - (s) In case the vehicle being kept in the office campus of ORMAS then the Kilometer reading and time shall start from office campus of the ORMAS and end at the same there also.
 - (t) In case the vehicle is being kept under the custody of the travel agency, then the Kilometre reading and time shall start from the residence of the officer concerned and end there also. The cost of the Kilometre from the travel agency to the residence of the officer concerned (to and flow) shall borne by the travel agency.
 - (u) In case the vehicle is hired on monthly basis but not attached to any specific officer i.e. the vehicle is in common pool, the point of Kilometre reading and time of arrival shall start from ORMAS office and end with the ORMAS office as a

13/

centre of destination. The cost of the Kilometre from travel agency to ORMAS office (to & from) shall be borne by the travel agency.

4. STATUTORY LAWS

- a) The Agency will comply with all statutory provisions of law and keep ORMAS indemnified against all actions arising due to or act of the Agency/ his employees. The Driver of the vehicle provided should have valid professional D.L. with badge as provided in the M.V. Acts.
- b) The Vehicle should have all valid documents like RC Book, 1st Party Comprehensive Insurance, and Permits etc. in updated conditions for inspection of ORMAS Officials at any time.
- c) All Taxes and Insurance presently in force or to be levied in future during the Contractual period in respect of the vehicles shall have to be entirely borne by the Agency. The agency must comply the GST rules and regulations time to time.
- d) Agency shall have valid Permit as per Statutory Provisions.
- e) Agency shall comply with all relevant Rules and Regulations of Motor Vehicle Act applicable at present and may be enforced from time to time.
- f) During the Contract period if the vehicle is seized or detained or requisitioned by Government Authorities for non compliance of relevant act/statutory requirement etc. or for any reason whatsoever penalty/compensation shall only be payable by the Agency besides the liability to provide for alternative vehicles without any loss.
- g) If the vehicle/driver does not report for duty on any day, twice of the proportionate cost will be deducted from the bill.
- h) The police/court case (Legal Disputes) in respect to vehicle during the period of engagement will be the risk and cost of the travel agency.

5. COMPENSATION AND PENALTY

- a) For Vehicles to be provided on fixed monthly charges basis the vehicle shall remain in service for a minimum of 12 hours duty. In case of non-reporting of the vehicles, the Agency shall provide replacement of an equally good vehicle immediately, failing which ORMAS will treat the vehicle not on job for the aforesaid period.
- b) For vehicles to be provided on as and when required basis, if the agency fails to provide the vehicles as enumerated in the Agreement/ Order, the ORMAS reserves the right to get the vehicles through other Agencies at the risk and cost of the Travel without prejudice to the liability for termination, forfeiture of security deposit and other consequences.

6. EMPLOYMENT LIABILITY

- a) The Travel Agent shall be solely and exclusively responsible for engaging or employing Drivers. All employees engaged by the Travel Agent shall be on their pay roll. The ORMAS will have no liability what so ever concerning the remuneration of the Driver(s) of the Travel Agent or of the payment of the owner(s) of the Vehicle. The Travel Agent shall make regular and full payment of all Wages to its Drivers. The Travel Agent shall be directly responsible for any disputes arising between them and the drivers indemnified against losses, damages or claims arising thereof including any workmen's compensation etc.
- b) In case of non-fulfilment of any obligations under the Contract or law, the Officer-in-charge reserves the right to withhold payments due to the Travel Agent. The Travel Agent shall at his own expenses carry and maintain such Insurance with reputed Insurance Company/Companies as may be required under any Law or Regulation.

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7. MAINTENANCE OF LOG BOOK FOR VEHICLES TO BE PROVIDED ON MONTHLY CHARGES BASIS.

- a) Log Book should be maintained by the Agency to record details of use of Vehicle(s) on Call basis which is to be signed by the Driver and countersigned by the Officer-in-Charge to whom the vehicle is allotted of the ORMAS.
- b) The Travel Agency shall ensure perfect functioning of speedometer and horn in all vehicles, the agency shall arrange to repair/replace the speedometer within 24 hours of any day without fail.
- c) The Agency shall further submit relevant Log Books within the first week of following month for verification.

8. PAYMENT OF BILLS

- a) For the vehicles to be provided on as and when required basis, Bills shall be submitted every month or before 7th of succeeding month. Under normal circumstances, payment will be made within 14 days from the date of submission of Bill.
- b) The payment shall be made through electronic fund transfer only, if the bills are complete in all respects and are found in order.
- c) For the vehicles provided on fixed monthly charges basis, the Bills are payable once in a month. The Travel Agency is required to submit the monthly Bills along with the Log Book of the vehicles and any other, relevant documents by 7th of the succeeding month and the payment shall be released within 14 days from the date of submission of Bill in order.
- d) Statutory deduction as per the Govt. rules/Tax law shall be deducted from the bills of the Agency.
- d) ORMAS will release service tax so claimed in the bill to the agency while settling the hire charges bill of a period. But the agency has to provide proof of deposit of such service tax while preferring the subsequent bill to ORMAS.
- e) Overwriting on the duty slip as well as the bill shall not be accepted.

9. JURISDICTION

The Contract shall be governed by the Laws of India.

10. DISPUTE: In case any dispute will arise be there the parties touching to this agreement/complaint the same shall be decided mutually and if the dispute further arises the same shall be referred to the Commissioner-cum-Secretary, P.R. & D.W. Department whose decision will be treated as final and binding as the parties which cannot be challenged in any court of Law.

*****END OF DOCUMENT*****

