



GOVERNMENT OF ODISHA
OFFICE OF THE DEPUTY DIRECTOR OF MINES,
KORAPUT CIRCLE, MAIN ROAD, KORAPUT-764020.
Tel: 06852-251283, E-mail: ddm.koraput@orissaminerals.gov.in

TENDER/ QUOTATION CALL NOTICE

No. 330 /Mines, Date: 27.02.2024.

Sealed quotations are invited from interested service providers such as Travel Agencies/ Private Individuals for providing 01 (One) vehicle mentioned below for use for office of the Deputy Director of Mines, Koraput Circle, Koraput-764020 on monthly rental basis for the financial year 2024-25, which can be extended, subject to satisfactory performance and availability of provision. The OGST registration by the service provider is mandatory. The application form along with terms and conditions (including Annexure - I, II & III) for hiring/engagement of vehicle will be available from 01.03.2024 to 15.03.2024 in the office of the Deputy Director of Mines, Main Road, Koraput- 764020 during the office hours on working days on payment of Rs. 100/- (Rupees One hundred) only towards application fee (non-refundable).

A sum of Rs. 5000/- (Rupees Five Thousand) only shall be deposited by the intending bidders in shape of Account Payee Demand Draft drawn in favour of "Deputy Director of Mines, Koraput Circle, Koraput" and submitted along with the duly filled in tender paper/ quotation as security deposit. After completion of the tender process, the Demand Draft of the security deposit will be returned to unsuccessful bidders. The security deposit of the successful bidder will be retained to be refunded after completion of the contract period or forfeited in case of violation of the terms of the contract by the service provider.

The Sealed quotations complete in all respect should reach the undersigned by Speed Post/ Registered Post/ Courier or By Hand latest by 5.30 PM of 16.03.2024. The sealed envelope should bear the name and address of applicant on it and should be clearly super-scribed "Quotation for Hiring of Vehicle for the O/o Deputy Director of Mines, Koraput Circle, Koraput". The quotations received after due date and time will not be entertained. The undersigned reserves the rights to cancel/ reject any quotation without assigning any reasons thereof.

Type of vehicle to be hired

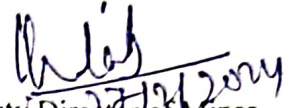
Sl.	Type of Vehicle	No of Vehicle	Minimum mileage	Maximum Monthly hire charges
1.	Mahindra Bolero, BS6, AC (Less than 03 years old)	01	10 Kmpl	Rs 31,000/- exclusive of GST

Selection of successful bidder will be made on the basis of 'age of vehicle' (newer vehicle will be given preference), lowest quoted monthly hire charges and better quoted mileage per litre of diesel. Selection made by the designated tender committee will be the final and the process can be called off by authority without assigning any reason thereof.

Contd....p/2.

Schedule of Tender Process


1	Date of commencement of Sale of Tender Document	01.03.2024
2	Last date of Sale of Tender Document	15.03.2024
3	Last date of submission of Bid/Quotation (Only through Regd. Post/Speed Post/Courier/By hand)	16.03.2024 (by 05.30PM)
4	Date of Opening of the Bids	18.03.2024 (11.30AM)
5	Place of opening Bids	O/o - The Deputy Director of Mines, Koraput Circle, Koraput- 764020
6	Address for communication	O/o - The Deputy Director of Mines, Koraput Circle, Koraput - 764020


Deputy Director of Mines,
Koraput Circle, Koraput.

Memo No. 331 / Mines,

Date: 27.02.2024.

Copy submitted to the Director of Mines & Geology, Odisha, Bhubaneswar for favour of kind information and necessary orders to display the notice on the office notice board of the Directorate.


Deputy Director of Mines,
Koraput Circle, Koraput.

Memo No. 332 / Mines,

Date: 27.02.2024.

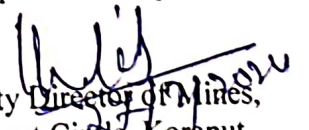
Copy submitted to the Collector & District Magistrate, Koraput/Collector & District Magistrate, Rayagada/Collector & District Magistrate, Nabarangpur/Collector & District Magistrate, Malkangiri with a request for necessary orders to display the notice in the office Notice Board/ District website.


Deputy Director of Mines,
Koraput Circle, Koraput.

Memo No. 333 / Mines,

Date: 27.02.2024.

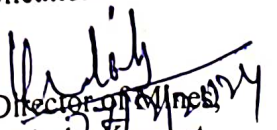
Copy forwarded to the SO, IT Section, Directorate of Mines & Geology, Odisha Email - soit@orissaminerals.gov.in for information and necessary action. He is requested to upload the notice in the government website for wide circulation of the notice.


Deputy Director of Mines,
Koraput Circle, Koraput.

Memo No. 334 / Mines,

Date: 27.02.2024.

Copy forwarded to the District Informatics Officer, NIC unit, Koraput/Rayagada/Malkangiri/Nabarangpur for information and necessary action. He is requested to upload the notice in the district portal website as early as possible for wide publication.


Deputy Director of Mines,
Koraput Circle, Koraput.

GENERAL INFORMATION AND QUOTATION

1.	Name of the Applicant/ Service Provider/Travel Agency/Private Individual (attach copy of Registration Certificate, if applicant is a firm/company)	:	Name: Whether Proprietorship Firm/ Partnership Firm/ Private Limited Company/ Private Individual (strike out whichever is not applicable)
2.	Aadhar No. of the applicant/ owner of business (Attach copy of Aadhar Card)	:	
3.	Present address for communication (Attach Address Proof)	:	Name: Address: Phone/ Email: Mobile:
4.	Registration No. of Vehicle	:	
5.	Type of Vehicle (Whether BS-VI and A/C)	:	
6.	Year of Manufacture	:	
7.	Make/ Model	:	
8.	Date of Registration	:	
9.	Registration/ Road Tax Valid Up to (Attach copy of RC and Tax Receipt)	:	
10.	Fitness certificate validity (attach proof)	:	
11.	Permit Validity (attach proof)	:	
12.	Insurance Validity (attach proof)	:	
13.	Pollution Under Control Certificate valid up to (attach proof)	:	
14.	Name and Address of the Driver	:	Name: Address: Phone/ Mobile: Email:
15.	DL No. & Validity of the DL of the Driver (attach copy of Driving License)	:	
16.	Proposed hire charges of the vehicle per month (excluding fuel cost)	:	Rs _____ In Words: _____
17.	Rate of fuel consumption: Mileage per liter	:	
18.	Name & address of owner of the vehicle _____ Signature of Owner if other than Applicant)	:	Name: Address: Phone/ Mobile: Email:
19.	PAN of Service Provider (enclose copy)	:	
20.	Details of Security Deposit of Rs 5000/- in shape of Demand Draft drawn in favour of Deputy Director of Mines, Koraput	:	Demand Draft/ Banker's Cheque no. Date of Demand Draft: Drawn on bank:
21.	GST No. (enclose copy of GST Registration Certificate)	:	

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

Signature of the Service Provider/Tenderer

TENDER DOCUMENT SL NO. -

Checklist of Documents to be submitted in support of Annexure-I


Sl. No.	Particulars	<input checked="" type="checkbox"/> check if submitted
1.	Copy of Aadhar card of the applicant/ owner of business.	<input type="checkbox"/>
2.	Address proof of the applicant/ owner of business.	<input type="checkbox"/>
3.	Copy of RC Book of the vehicles.	<input type="checkbox"/>
4.	Copy of Road Tax Receipt of the vehicles.	<input type="checkbox"/>
5.	Copy of Fitness Certificate of the vehicles.	<input type="checkbox"/>
6.	Copy of Permit of the vehicles.	<input type="checkbox"/>
7.	Copy of Comprehensive Insurance Policy of the vehicles.	<input type="checkbox"/>
8.	Copy of Pollution Under Control Certificate of the vehicles.	<input type="checkbox"/>
9.	Copy of Driving License of Driver.	<input type="checkbox"/>
10.	Copy of Aadhar card of the vehicle owner.	<input type="checkbox"/>
11.	Agreement between vehicle owner and the applicant (if owner is different from applicant).	<input type="checkbox"/>
12.	Copy of PAN card of the applicant.	<input type="checkbox"/>
13.	Copy of OGST Registration Certificate.	<input type="checkbox"/>
14.	Copy of Tender application Money Receipt.	<input type="checkbox"/>
15.	Demand Draft of Rs. 5000/- (in original)	<input type="checkbox"/>

TERMS AND CONDITIONS FOR HIRING OF VEHICLES

The following terms and conditions must be fulfilled by the successful bidder for providing vehicle on hire on monthly rent basis.

1. The hired vehicle, during 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, valid pollution under control certificate etc. and DL of the driver available all the times. The Department/ Office hiring the vehicle shall not be responsible for any damage/ loss caused to hired vehicles or loss of life/ injury made to any person or damage to any property on account of use of hired vehicle any manner whatsoever. The hirer shall be responsible for all such litigation/ situations.
2. The hire charges to be paid for monthly basis does not include cost of diesel/petrol, which will be paid separately basing on actual consumption as per the quoted mileage. During field level projects, fuel may be provided by the project/ office as per actual running of the vehicle. All the expenditure of the vehicle towards repair, replacement of spare parts, lubricating oil of Engine, Gear Box & differential Coolant, Tyres & Tubes, Battery etc. will be borne by the bidder.
3. It shall be the responsibility of the bidder to provide a licensed, experienced, good driver (gentle, well behaved, obedient and non-alcoholic) and the salary of the driver shall be borne by the bidder.
4. In case of absence of driver for whatever reason, the bidder shall arrange the substitute to run the vehicle.
5. In case of emergency, the driver will have to report for duty as per the requirement of hirer. No payment shall be demanded.
6. In case of breakdown for reasons whatsoever, the replacement of a vehicle of the same or better model shall be provided by the bidder of the vehicle until restoration of the original vehicle.
7. In case of the vehicle not reporting regularly, the authority will be at liberty to terminate the agreement and may engage vehicle from other bidders with same price.
8. Monthly hire charges and reimbursements towards cost of diesel/petrol if any (as per actual consumption at the quoted rate of mileage) will be paid in every succeeding month, as far as possible within thirty days of the submission of bills by the bidder and no advance payment will be made. Payments may be occasionally delayed due to delay in allotment of government funds.
9. The vehicle shall not be more than 3 years old from the date of initial registration and must be maintained well to be in good running condition during the period of contract.
10. If the services are found to be unsatisfactory, the agreement can be terminated with one month's notice.

11. The details of the make and year of manufacture of the vehicle, registration no., mileage (Km covered per liter) and name of the driver with driving License No. and period of validity etc. should be specifically provided in the general bid information sheet of the vehicle (provided with the application form) to be furnished with the Quotation (Annexure - I).
12. The Quotation complete in all respect should reach the undersigned by 5.30 PM on dated 16.03.2024. The tender will be opened by the Tender Committee on 18.03.2024 at 11.30 AM in the presence of the bidders or their authorized representatives. There will be no bar in the opening of the sealed quotations, if the bidder or their authorized representatives remain absent. The authorized representatives must have to produce the original copy of the authorization letter (signed by the bidder) along with a copy of Aadhar/Voter ID/DL as proof of identity or else he/she will not be allowed.
13. The bid/quotation received after due date and time will not be entertained.
14. Non-submission of any of the required documents or information may lead to rejection of the bid/ quotation.
15. Under the circumstances, when the eligible lowest bidder (L1) will not be able to provide the vehicle then the other bidders from second lowest bidder (L2) and above will be invited for negotiation to provide vehicle at the price of L1. However, the decision of the authority shall be final during the overall selection process.
16. The undersigned reserves the right to negotiate/ cancel/ reject any/ all the bids/ quotations without assigning any reasons thereof.
17. In case the Service Provider intends to withdraw the services of his vehicle and terminate the agreement, it shall be mandatory upon him to furnish three months' notice before such withdrawal of service and termination of agreement.
18. If the bidder violates any of the terms of contract, Government shall forfeit the entire amount of security deposit.
19. Selected bidder must sign an agreement with the Deputy Director of Mines, Koraput Circle, Koraput- 764020 for engagement of vehicle on hire basis (Sample Agreement paper is attached as Annexure-III).


Deputy Director of Mines,
Koraput Circle, Koraput.

Service Provider Agreement

1. This Agreement is made on this _____ day of _____ (Month) _____ (Year) on the orders of Governor of Odisha by and between the "Principal" Deputy Director of Mines, Koraput Circle, Koraput, District: Koraput, Odisha (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 at (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; hereinafter described as 2nd Party.
2. Whereas the Principal is desirous of engaging the Agency to provide vehicle(s) on hiring basis and the Agency is agreed to provide the vehicle(s) as its service provider with the terms and condition mentioned hereinafter.
 - 2.1 Whereas the Agency is the owner/ power of attorney holder of a make and model of motor vehicle of the following description: Registration number _____; Model _____, _____ Chassis number _____; Engine number _____; Color _____ Year of Manufacture _____.
 - 2.2 Whereas the Service Provider having PAN No. _____ and GST No _____ which are valid on this date.

3.0 Rental:

The motor vehicle is hereby hired for _____ years and _____ months at the rate of Rs _____ per month (excluding GST) payable monthly and the mileage of the vehicle, which will be governed as per the Finance Department O.M No 22924/F, Dated 14.08.2023. The contract may be renewed for a term of further _____ years and _____ months subject to 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 shall 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 vehicle category). The fare charges shall be charged to service provider.
- 4.4 Agency to ensure that all maintenance work related to assigned vehicle shall be carried out in off duty hours.
- 4.5 In the event of break-down, servicing & repairs of the assigned vehicle the service provider at his own cost shall make alternate arrangement by providing similar or higher class of vehicle(s) for which agreement is entered into. Failure to do so will evoke penalty or possible termination of contract.

- 4.6 The Agency shall not be allowed to sub-let the Contract.
- 4.7 The Agency shall only provide vehicles which have the comprehensive insurance.
- 4.8 Police verifications for deployed driver shall be ensured by the Agency.
- 4.9 Agency shall update the log book at least once in every 72 hours. Failure to do so shall be penalized as per this contract. At the time of termination of contract, the service provider shall hand over the log book (s) to the principal.

Vehicle:

- 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 service provider. During replacement of the vehicle or driver, as the case may be, the pass/id card issued, if any, shall be surrendered.
- 4.11 The Agency will deploy the vehicle, which is well maintained, cleaned thoroughly both internally and externally. Vehicle shall be equipped with medical kit. The vehicle should have a mobile charger and ambient freshener.
- 4.12 The Agency shall ensure that all electrical connections including lights (both back and front), horn, turn indicators, and other vehicle systems shall be periodically checked and maintained by Service Provider to avoid any inconvenience to the Principal.
- 4.13 Agency shall ensure that the vehicle should be parked at the place as advised by the Principal and should be available, when not in duty. If the vehicle needs to be away for some reasons like refueling, repairing etc., it should be with the knowledge of the Controlling Officer of the Principal. Moving away without the knowledge of the Controlling Officer of the Principal will be considered as non-available and will be liable for penalty.

Driver:

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

- 4.14 Drivers that possess a valid commercial driving license shall be deployed by the agency.
- 4.15 Driver should be properly dressed in neat and clean attire, if required driver should wear uniform of specific colour 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.
- 4.16 The driver of the vehicle deployed for user department duties maintain polite & courteous behavior towards department users as well as to other departmental staff. Following may be construed as "Misbehavior" and shall attract penalties as per provisions of the contract. Repeated instances may result in termination of services.
- i) Denial of duty during contract period, or during hours as noticed by user departments;
 - ii) Use of abusive language;
- 4.17 The driver in no case shall report to duty in an inebriated state or consume alcohol while on duty. In such an event user department shall have full rights to terminate the contract with immediate effect.
- 4.18 Driver must be provided a working mobile phone and contact number be provided to user department.

- 4.19 In an event that for any reasons the driver changes his contact number during the tenure of the contract then Agency will immediately notify the user department of the above change.
- 4.20 The driver shall be reachable at all times during duty hours.
- 4.21 Gossiping with the guests and using mobile phone during driving is not allowed. In case of urgency, driver should park the vehicle with permission from the user and talk in the mobile to the minimum duration.
- 4.22 As soon as the driver is advised to attend any guest by the administration, the driver should call/SMSs the guest giving his mobile and vehicle details. Charges of calls /SMSs will be on agency's account.
- 4.23 Vehicle and driver should not be changed frequently. Any such changes should be informed by the agency to the authority well in advance for permission.

Statutory Rules compliance & Taxes:

- 4.24 The hiring charges do not include fuel cost (petrol/diesel) which is to be paid separately basing on actual consumption. 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 the vehicle will be borne by the Agency.
- 4.25 The Agency shall take comprehensive insurance cover with third party unlimited liability risk of the vehicles as per 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.
- 4.26 The Agency shall be solely responsible for any claims by any third party and/or employees of user department traveling in the vehicle for any injuries caused by the driver of the vehicle whether by accident or otherwise.
- 4.27 The user department will in no way be responsible for violation of traffic rules and /or infringement of any other law for the time being in force, either by the driver of the vehicle or by the service provider. The driver as well as Agency shall comply with relevant rules and regulations of Motor Vehicles Act and Rules applicable at present or in future during the tenure of the contract and as may be enforced from time to time for which user departments would not be held liable/responsible in any manner what so-ever. Onus of compliance of all the applicable Laws/Acts/Rules including those under Motor Vehicle Acts/Rules shall rest with the Agency only and user/user departments will not be liable in any manner.
- 4.28 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 and laws will be the sole responsibility of the Agency.
- 4.29 The Agency shall be personally responsible for any theft, misconduct and/or disobedience on the part of drivers so provided by him.

- 4.30 During the contract period, if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons that will be at the service provider's risk. Also, alternate vehicle of similar or higher category will be provided by Agency without any extra charges.
- 4.31 The vehicles deployed for duty for the user department shall at no point of time carry any person other than personnel authorized by user department.
- 4.32 The vehicle cannot be put to any private/commercial use beyond the duty hours or on holidays. Unauthorized use of the vehicle by the driver/service provider will lead to unilateral termination of the contract with immediate effect. The Agency has to ensure the safety of passenger by avoiding negligent driving by their drivers such as over speeding, rash driving, and driving vehicle without brakes/defective brakes.
- 4.33 The mileage count will start from the location of pickup and no extra kilometers from the garage to the pickup point will be provided. The mileage count will also terminate at the dropping point and not up to the garage.

5. The obligations of Principal:

- 5.1 Principal shall make the payment towards hiring charges of the vehicle at the end of every month by credit into the bank account of the Agency within 15 days from the date of receipt of bills complete in all respect. User department shall pay the vendor all amounts on an invoice that are not the subject of a bonafide dispute within 15 days after department's receipt of a valid invoice that complies in all material respects in terms of this Agreement;
- 5.2 The payment shall be subject to any deductions such as penalties, statutory deduction etc.
- 5.3 Principal shall accept the log book entries updated by Driver. Failure to take action on log book entries updated by Driver shall result in auto acceptance of reading provided by service provider.
- 5.4 The Principal shall be responsible for costs relating to fuel, toll gate charges, parking charges and 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. Termination:

- 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 3 (three) months' notice in writing and upon refund of any rental fees paid in advance, over and above the notice period.
- 6.3 Final payment after termination of the contract shall be released on submission of the log book(s) of the vehicle, car pass and pass/id card issued to the driver, if any.

7. Force majeure

Neither party to this Agreement shall be liable for failure to perform any of its obligations hereunder if prevented from doing so by reason of force majeure.

8. Entire agreement

This Agreement together with the schedules and annexes hereto constitutes the entire agreement and understanding between the Parties and supersedes all previous agreements, understandings and/or representations between the Parties.

9. Waiver of remedies

No forbearance, delay of indulgence by either Party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of either Party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for the Party is exclusive of any other, power or remedy available to the Party and each such right, power or remedy shall be cumulative.

10. Assignment & change in ownership/management:

10.1 The Agency shall not assign or transfer its obligations and or rights under this Agreement to any third party, whether an associated entity or not, whether in whole or in part without the prior written consent of the Principal.

10.2 The Agency shall immediately notify Principal of any change of ownership or management of the Agency's business.

11. Headings:

The headings to the clauses of this Agreement are for the ease of reference only and shall not affect the interpretation or construction of the Agreement.

12. Resolution of disputes:

In the event of any dispute or difference relating to the interpretation and/or application of the provisions of this Agreement, such dispute or difference shall be resolved through mutual consultation by the Secretary of the concerned Administrative Department on behalf of Government of Odisha and the Authorized signatory of the Service Provider.

13. Applicability of laws:

The Agreement shall be governed by the Indian Laws for the time being in force.

WITNESS WHEREOF the parties hereto have subscribed their respective hand this _____ day of _____ (month) _____ (year) first above written.

FOR AND ON BEHALF OF Governor of Odisha

(AUTHORISED SIGNATORY) Principal

WITNESS:

- 1.
- 2.

FOR AND ON BEHALF OF Service Provider/Agency

(AUTHORISED SIGNATORY)

WITNESS:

- 1.
- 2.

In the presence of

Name:

Address:

Signature: _____
