

OFFICE OF THE SUPERINTENDENT
PANDIT RAGHUNATH MURMU MEDICAL COLLEGE & HOSPITAL, BARIPADA
Email Id: superintendentprmmch@gmail.com , Landline Phone No. 06792257013

Letter No. 79 /PRM MCH Date: 11 / 01 /2023

TENDER CALL NOTICE FOR HIRING OF VEHICLE

Sealed tender are invited in the prescribed format (given in **Annexure -II & III**) from interested reputed Travel Agencies/ Tour Operators having valid GST Registration Certificate for providing **1 (One) vehicle Tiago/ Bolt/ Celerio (Petrol) or equivalent class** which must confirm to the terms and conditions (given in **Annexure- I & IV**) for official use in Office of the Superintendent, PRM MCH, Baripada on monthly rent basis.

Schedule of Events:

1	Period of Availability of RFP Document	From 11.01.2023 to 31.01.2023 (Downloadable from website: www.mayurbhanj.nic.in)
2	Pre-bid Meeting	Date :17.01.2023 Time : 11.00 AM Address: COMMITTEE HALL, PRM MEDICAL COLLEGE & HOSPITAL, BARIPADA <u>ADDRESS FOR COMUNICATION AND RECEIPT OF BID DOCUMENTS:</u> O/o Superintendent, PRM Medical College & Hospital, Baripada At/Po- Baripada, Dist. -Mayurbhanj PIN - 757001, Phone: 06792-257013
3	Last date for submission of Proposal	Date:31.01.2023 Time: 5.30 PM <u>ADDRESS FOR COMUNICATION AND RECEIPT OF BID DOCUMENTS:</u> O/o Superintendent, PRM Medical College & Hospital, Baripada At/Po- Baripada, Dist. -Mayurbhanj PIN - 757001, Phone: 06792-257013 <i>NB : Proposals should be submitted through Speed post / Registered post / Courier only.</i>
4	Date, time and place of opening of Technical Proposal	Technical Proposal opening: 01.02.2023 at 11.00AM at COMMITTEE HALL, PRM MEDICAL COLLEGE & HOSPITAL, BARIPADA (<i>Bidders / authorized representative may remain present at the time of opening of proposal</i>)


Superintendent
PRM MCH, Baripada

Annexure- I

1. The vehicle must be in road-worthy & good condition and shall not be older than three years from the date of initial registration and must have valid Registration Certificate, Insurance Certificate, Fitness Certificate, Pollution Certificate, valid Contract Carriage Permit, proof of up to date tax payment etc. which are mandatory for plying of vehicle.
2. The Driver of the vehicle must have a valid Driving License for driving light transport passenger vehicle and should be sufficiently experienced in driving transport passenger vehicle.
3. The driver should be well-behaved, gentle and obedient in nature.
4. A sum of **Rs.5000/-** shall be deposited by the intending bidders in the shape of a Demand Draft in favour of **Superintendent, PRM MCH, Baripada** payable at **Baripada** and submitted along with the quotation as security deposit. After completion of the tender process, the amount will be refunded to unsuccessful bidders without interest. EMD of successful tender will be retained & will be refunded on successful completion of the job without interest.
5. The Monthly rate of hire charge be quoted separately in the general bid information (excluding taxes).
6. The vehicles must achieve a fuel efficiency of **17 Kms** (Seventeen Kms per litre). With maximum hiring charges of **Rs. 20,000/- per month**, (excluding GST), as per the OM No. 30464/F Dt. 06.09.2019 of Govt. of Odisha Finance Department.
7. The details of the make and year of manufacture of the vehicle, Registration No., mileage (Kms covered per litre) and name of the Driver with Driving Licenses No. and period of validity should be specifically provided in the general bid information to be furnished with the tender. (Annexure – II).

8. The Tender/Quotation completed in all respect should reach the Office of the **Superintendent, PRM MCH, Baripada, District Headquarter Hospital Campus, Mayurbhanj by Registered post/Courier/Speed post on or before 31.01.2023 by 5.30 PM and shall be opened on date 01.02.2023 at 11.00 AM** in the Hospital Committee Hall, PRM MCH, Baripada. The quotationers/ authorised representatives of the firm may remain present during the opening of the tender, if they desire.
9. The application form of tender containing General Bid Information and Terms conditions for Hiring of Vehicles can be downloaded from website www.mayurbhanj.nic.in from date **11.01.2023 to date 31.01.2023**. The applicant shall furnish in the shape of a Demand Draft in favour of **Superintendent, PRM MCH, Baripada** payable at **Baripada** for an amount of Rs. 100/- (Rupees One Hundred) only towards the cost of application fees along-with the application. The application fee is non-refundable.

 11-1-2023

**Superintendent
P.R.M. Medical College & Hospital
Baripada, Mayurbhanj**

Memo No. _____ Dt. _____ //

Copy to Notice Board PRM MCH, Baripada/ DI & PRO, Mayurbhanj, Baripada/ All district level offices for information and wide publication, Notice Board Taxi stand Baripada. They are requested that quotation notice may be displayed in their respective Notice Board.

 11-1-2023

**Superintendent
P.R.M. Medical College & Hospital
Baripada, Mayurbhanj**

SERVICE PROVIDER AGREEMENT

1. This Agreement is made on this _____ day of (Month) _____ (Year) between the Superintendent, PRM Medical College & Hospital, Baripada 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 Superintendent 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 _____; 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 one year at the rate of _____ per month (Excluding GST) payable monthly and mileage of the vehicle, which will be governed as per the Finance Department O.M. No. _____ Dated _____. The contract will be renewed subject to satisfaction of the Superintendent.

4. The Service Provider Obligations :

- 4.1 Service provider agrees to terms and conditions of the contract and shall ensure full compliance to them.
- 4.2 Agency 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.

- 4.3 Agency to ensure that all maintenance work related to assigned vehicle shall be carried out in off duty hours.
- 4.4 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.
- 4.5 The Agency shall not be allowed to sub-let the Contract.
- 4.6 The Agency shall only provide vehicles which have the comprehensive insurance.
- 4.7 Police verifications for deployed driver shall be ensured by the Agency.
- 4.8 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 Superintendent.

Vehicles :

- 4.9 The vehicle should have commercial license. The vehicle should not be more than three years old from the date of the Service request. Vehicles older than five years should be replaced by the service provider. During replacement of the vehicle or driver, as the case may be, the pass/id card issued, if any, shall be surrendered.
- 4.10 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 freshened.
- 4.11 The Agency shall ensure that all electrical connections including lights (both brake and front), horn, turn indicators, and other vehicle systems shall be periodically checked and maintained by Service Provider to avoid any inconvenience to user department.
- 4.12 Agency shall ensure that the vehicle should be parked at the place as advised by the Superintendent and should be available, when not in duty. If the vehicle needs to be away for some reasons like refuelling, 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 deployed :

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

- 4.13** Drivers that possess a valid commercial driving license shall be deployed by the agency.
- 4.14** 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.
- 4.15** The driver of the vehicle deployed for user department duties 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:
- 4.16** 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.
- 4.17** Driver must be provided a working mobile phone and contact number be provided to user department.
- 4.18** 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.
- 4.19** The driver shall be reachable at all times during duty hours.
- 4.20** 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.

4.21 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.

4.22 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 :

4.23 The hiring charges do not include fuel cost (petrol/diesel) which is to be paid separately basing on 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.

4.24 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.

4.25 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.

4.26 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 anymanner.*

4.29 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.

- 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/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.
- 4.32** 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.
- 4.33** 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 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.
- 5. The obligations of Superintendent :**
- 5.1** Monthly hire charge of selected bidder will be paid in every succeeding month, as far as possible within 15 (fifteen) days of the submission of bills by the service provider and no advance payment will be made.
- 5.2** The payment shall be subject to any deductions such as penalties, statutory deduction etc.
- 5.3** Superintendent 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** 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 Superintendent shall have the right to terminate this Agreement, upon it giving 3 (three) month notice in writing.
- 6.2 The Agency shall have the option to terminate this Agreement upon giving 3 (three) month 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 Superintendent.
- 10.2 The Agency shall immediately notify Superintendent 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 Superintendent 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 SUPERINTENDENT

(AUTHORISED SIGNATORY)
Superintendent

WITNESS:

- 1.
- 2.

FOR AND ON BEHALF OF Service Provider/Agency

(AUTHORISED SIGNATORY)

WITNESS:

- 1.
- 2.

In the presence

of Name:

Address:

Signature: _____

GENERAL INFORMATION FOR HIRING VEHICLES

1. Registration No. of vehicle :
2. Type of vehicle (AC/Non -AC) :
3. Year of Manufacture :
4. Model :
5. Date of Registration :
6. Name & complete address of the owner :
7. Fitness Certificate validity :
8. Permit validity :
9. Insurance validity :
10. Pollution Certificate :
11. GST Copy :
12. PAN Card Copy :
13. IT Return for Assessment year 2021-22 :
14. Name and address of the Driver :
15. D.L. No. & validity of the D.L. of the Driver :
16. Proposed hire charge of the vehicle
Per month excluding GST :
17. Rate of fuel consumption/Mileage per liter :
18. Contact number of the Service Provider (Tenderer)
Mobile..... Telephone..... :
19. Name & Address of the Service Provider :
20. Has the Service Provider provided vehicles
to any Govt. Departments / Offices (Yes / No) :
21. If, Yes please mention the name of the
Department / Office and No. of
vehicles provided :


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

Seal & Signature of the
Quotationer / Tenderer

CHECK LIST FOR SUBMISSION OF DOCUMENTS

Sl. No	Item	Whether included Yes / No	Page No.
01	Filled in Annexure-II :		
02	Xerox copy of the registration Certificate of vehicle. :		
03	Xerox copy of the Fitness Certificate validity. :		
04	Xerox copy of Permit validity. :		
05	Xerox copy of Insurance validity. :		
06	Xerox copy of Pollution validity. :		
07	Xerox copy of GST. :		
08	Xerox copy of PAN :		
09	Xerox copy of IT Return		
10	Bank draft amounting to Rs. 100/- in favour of Superintendent, PRM MCH, Baripada payable at Baripada		
11	Bank draft amounting to Rs. 5000/- in favour of Superintendent, PRM MCH, Baripada payable at Baripada:		

Seal & Signature of the
Quotationer / Tenderer


11.1.2023
**Superintendent
PRM MCH, Baripada**