



**OFFICE OF THE CHIEF DISTRICT
MEDICAL & PUBLIC HEALTH
OFFICER, BALASORE**
TENDER CALL NOTICE



Tender call notice no: 15567

Date: 12.12.18

Sealed tenders are hereby invited from reputed firm/ supplier/ Agency having valid PAN card and GST registration certificate for supply of hired vehicles on day call basis for the district and block offices under NHM/H&FW dept. of Balasore district only through registered or speed post only. The envelop must be super scribed with "**Tender for Hired Vehicle on day call basis**" The interested agencies may download the tender application documents including terms and conditions from the district website www.balesore.nic.in. The last date of receipt of the sealed envelope containing tender application by the office of the undersigned is Dt.21.12.18. up to 5.00 PM and will be opened onDt.22.12.18 at 11.00 A.M. The authority reserves every right to accept or cancel any or all the tender applications without assigning any reason thereof.

Sd/- 
CDM&PHO, Balasore. 12/12/18
**Chief District Medical &
Public Health Officer,
Balasore**

OFFICE OF THE CHIEF DISTRICT MEDICAL OFFICER, BALASORE.
GENERAL TERMS AND CONDITIONS OF CONTRACT

1. SCOPE OF WORK & GENERAL CRITERIA

- a) Providing, maintaining and operating the vehicles mentioned in the contract in perfectly good running conditions on fixed daily hire charges basis and as and when required basis for a period of one year.
- b) The vehicles provided should not be more than **three years old** from the date of its manufacture. **Newer vehicles** may be given preference.
- c) The firm shall supply vehicles on requisition from the competent Authority of DPMU, NHM, O/O the Chief District Medical Officer, Balasore or from any wing under CDMO, Balasore. The firm also can supply vehicles on requisition from any of the Superintendent/BPHOs if so desired by them.
- d) The firm should have the capacity to provide at least 03(Three) nos. of vehicles or more at a time. The firm has to provide the nos. of vehicles as and when required on the basis of the quoted price.
- e) The vehicle/vehicles to be engaged shall be required for touring by DPMU staffs/ BPMU staff/staffs working under the administrative control of CDM&PHO, Balasore.
- f) The firm should have relevant experience of satisfactory supply of vehicles to any reputed organization (Proof to be enclosed).
- g) The bidder shall be required to employ a qualified, licensed and experienced driver at their pay roll and pay salary at least as per the minimum wages act. The rates to be quoted shall be inclusive of salary and perks of driver and also the cost of maintenance of vehicle, Road tax, registration and insurance charges etc.
- h) The vehicle should have taxi permit and comprehensively insured at the cost of the bidder.
- i) The driver should always carry a mobile telephone, (at the cost of the bidder), valid license, R.C. Book, taxi permit and insurance policy.
- j) The bidder should cater to all norms fixed by Odisha Road Transport Authority for running of the vehicle.
- k) In case of accident, resulting in loss or damage to property or life, the sole responsibility of legal or financial implication should rest with the bidder, CDM&PHO shall have no liability what so ever in this regard.
- l) The bidder shall be liable to pay all fines, penalties etc. arising out of or concerning the use of vehicle/vehicles during the hiring period.
- m) The bidder shall be liable for any legal dispute/ cases/ claims that have arisen/ may arise during the period of the contract in respect of the vehicles provided by him/her.

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- n) The bidder shall be responsible for compliance of all laws/ rules/ regulations and govt. instruction that are/ will be applicable to protect interests of employees engaged by him/ her and shall ensure payment of all statutory dues/ liabilities as may have arisen during past or may arise during the course of performance of the contract.
- o) The bidder must comply with Odisha Motor vehicle Act contract, labour Act and any other relevant act in relation to the contract.
- p) **In case the bidder is not able to supply a specified vehicle/ driver on a particular day as per the requisition, then alternate vehicle/ driver (as per original conditions of contract) shall be made available in time, otherwise the differential cost of hiring of another vehicle shall be deducted from his bills.**
- q) Any damage caused to the vehicle, including theft shall be to bidder's account.
- r) The bidder must furnish the detail information in respect of the vehicle proposed to be engaged.
- s) Beyond normal working hours and in case of exigencies, the agency must send the driver alongwith the vehicle to report on duty within one hour of being informed over phone. Non compliances to the above shall be regarded as bad performance.

2. Price:

a) The hiring cost per day for less than 200 kms or the rate per km for equal to or more than 200 kms for different category of vehicles both A/c and Non-A/C vehicles quoted by a particular firm if approved by the district tender committee shall remain constant during the terms of contract and for further renewals. Over and above the hiring charges, the GST will be charged as per the norm of the government. The approved mileage per 1 ltr of D.oil for different category of vehicles for less than 200 kms journey a day shall also remain constant during the terms of the contract. The hiring charges shall be inclusive of salary of driver, cost of maintenance of the vehicle, cost of registration, permit, and insurance. Toll gate charges and airport parking charges will be paid to the firm extra as applicable on deposit of the concerned receipts alongwith the monthly bill.

b) **The journey less than 200 KM run in a day (within 12 hours) will be treated as Local and the charges will be paid as hiring cost per day and cost of D.oil at the approved rate. But for outstation journey i.e. for more than 200km run in a day, the charges will be paid on rate per KM basis.**

3. PAYMENT :

The payment for the vehicles provided on **daily call basis** to the firm will be payable once in a month in the shape of e-transfer. The vehicle provider is required to submit the bills in triplicate to the user offices under the office of the CDMO, Balasore or in favour of the concerned authority in case of block offices within the jurisdiction of CDMO, Balasore within seven days of the next month, which shall include - Duty

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slips serially numbered with legible writing on it to ascertain the distance covered and the name of the Officer using the vehicle along with the Monthly Statement and all other documents if any in support of claims made in the bills.

The Toll Gate charges and Airport parking charges (as the case may be) will be paid by the vehicle provider and CDMO, Balasore shall reimburse the amount so paid on submission of receipt of payments along with the bills. **The concerned DDO/ Wing officer is the paying officer.**

4. **PERIOD OF CONTRACT**

The period of contract shall be for **one year** from the date of agreement, subject to satisfactory performance of the vehicle. On successful completion of the contract, if the firm gives the request letter the same may be extended for further period on mutual consent.

5. **RIGHT OF ACCEPTANCE OR REJECTION OF QUOTATIONS:**

5.1 The authority reserves the right to accept or reject any or all quotations (either wholly or partly) without assigning any reason thereof. The authority can terminate the contract, at any time during the period of contract by giving 30 days notice to the other party of its intention to do so. In the event of any such termination of the contract the owner/agent shall only be entitled to the entire amount for services actually provided under the contract till the termination of the contract subject to deductions, if any, under the terms of contract. No other claims can be allowed for consideration.

5.2 In case of failure by the owner/agent to fulfill his contractual obligation or /and unsatisfactory services of the driver /vehicle, the officer-in-charge reserves the right to revoke the contract and the security deposit shall be forfeited in addition to any additional liability on the agent/owner towards risk & cost.

6. **COMPENSATION AND PENALTY -**

6.1 For the vehicles to be provided on fixed daily charges basis the vehicles shall remain in service for a minimum of 12 Hrs. duty. In case of non-reporting of the vehicles, the Agent shall provide replacement of an equally equivalent good vehicle immediately, failing which, the authority will treat the vehicle not on job for the aforesaid period and will deduct from its bill/security deposit at the rate of Rs.500/- per day for absent period without prejudice to any other rights under the contract including termination and consequences. Such cases shall be considered as poor performance of the contract.

6.2 In case of hijacking or accident, the absence from duty shall be to the owner's/agent's account and failure to provide suitable alternate vehicle under the same terms and conditions, penalty and recovery shall be made as per clause 6.1

6.3 In case of any damage caused by the vehicle or to the vehicle and the people including those in the vehicle shall be to the travel agent/owner's account.

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6.4 For the vehicle,
vehicle as spe
through.

6.4 For the vehicles to be provided on as and when required basis, if the agency fails to provide the vehicle as specified in the agreement / order the authority reserves the right to get the vehicle through other agencies at the risk and cost of the approved agency besides levying a penalty of Rs.50/- to Rs.100/- for the delay of every 30 minutes or part thereof and without prejudice to the liability for termination, forfeiture deposit and other consequences.

9. SECURITY DEPOSIT:

Successful bidders will be required to deposit of Rs.20, 000/- towards security deposit. The security deposit will not carry any interest and will be refunded only after satisfactory execution of the contract and after adjustment of any dues. The security deposit shall be deposited with the ZSS, Balasore.

10. RUNNING AND MAINTENANCE OF VEHICLES SUPPLIED ON FIXED DAILY CHARGES:

10.1 The movement of the vehicle may be throughout the state of Odisha, but ordinarily within the jurisdiction of Balasore.

10.2 The vehicles are required to be in service/operation for a minimum of 12 hours daily, and shall operate as per time schedule and instruction of Officer-in-charge or his authorized representatives. In case of urgency the vehicle may be required to run on Sunday and holidays and for this the vehicle must be kept ready to attend the work immediately. Detention charges shall be payable if the vehicle runs more than 12 hours in a day. Night halt charges shall also be payable for halts if required by the hiring official.

10.3 It is the vehicle owner's obligation to provide a qualified and experienced and good mannered driver for operation of the vehicle.

10.4 Normal maintenance kit, spare Tyre, fan belt, hose pipe, first-aid box and one torch light shall be always made available with the vehicle by the owner/Agency.

10.5 Agent has to make his own arrangement to procure fuel, lubricants, spare parts etc. on account of repair etc. **If the vehicle is sent to Garage or filling station, the Agent can not claim these empty trips as well as the time involved for the purpose which will be to the owner's account.**

10.7. The Kilometers will be calculated from the office of the hirer and back.

11. USE OF VEHICLE:

11.1. The Agent /owner should not refuse to send the vehicle to any other place as directed by the officer-in-charge or his Representative.


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11.2 The Agent/owner shall be responsible for the proper behavior of all persons employed by him and have control over them. Without prejudice to the generality of above, the Agent/owner shall be bound to prohibit and prevent any employee from being intoxicated while on duty, trespassing or acting in any way negative or prejudice to the interests of the authority

12. **STATUTORY LAWS:**

12.1 The vehicle should have all valid documents like R.C. Book, Insurance certificate, Permits/road tax, driving license of the driver etc. in up-dated conditions for inspection officer in charge at any time. The vehicles must have valid permit as per statutory provisions.

13. **TAXES / INSURANCE / PERMITS:**

13.1 All taxes and insurance presently in force or to be levied in future during the contractual period in respect of the vehicles shall to be entirely borne by the Agent/owner.

13.2 Proof of having paid all taxes, insurance etc. shall be furnished by the Agent /owner.

13.3 Agent/owner shall have paid all dues towards permit as per statutory provisions.

13.4 Agent /owner shall be bound by all valid & relevant regulations of motor vehicle Act applicable at present and may be enforced from time to time.

13.5 Drivers driving the vehicles must have valid professional driving license/badge as provided in the M.V. Act.

13.6 During the contract period, if the vehicle that is sent by the agency on daily hiring basis is seized or requisitioned by Government, authorities for non-compliance of relevant act/statutory requirement etc. or for any reason whatsoever penalty/compensation as per clause-11 will be payable by the Agent/owner to CDMO, Balasore besides the liability to provide for alternative vehicles without any loss of time.

14. **RISK PURCHASE CLAUSE:**

In case the Agent/owner fails to provide the service as enumerated in the order, CDMO reserves the right to get the services through other agencies at the risk and cost of the Agency.

15. **OPERATION AND MAINTENANCE OF CREWS:**

The Agent/owner at his own cost shall maintain experienced Driver holding valid license.

16. **MAINTENANCE OF DUTY SLIP**

16.1 The duty slips should be maintained by the agent to record the details of use of vehicle which is to be counter signed by the officer using the vehicle/ authorized officer regularly for observation and checking.


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- 16.2 The Agent shall further submit relevant duty slip duly signed by the driver in duplicate on that day for verification for pass and payment.
- 16.3 Duty slip on completion shall be submitted to the Officer-in-Charge for record. The Agent can have a duplicate copy for his record, if he desires.

17. MAINTENANCE OF SPEEDO METER.

- 17.1 It is the responsibility of the owner/agent to maintain the Speedo meter of the vehicle in proper condition.
- 17.2 In case the Speedo meter of the vehicles does not function for a specific period, the decision of the Officer -in -Charge shall be final and binding. The Agent/owner shall arrange to repair / replace the Speed meter within 24 hours without fail.

18. JURISDICTION OF COURT:

The contract shall be governed by the laws of India and subject to the exclusive jurisdiction of courts in Bhubaneswar only.

19. OTHER TERMS AND CONDITIONS -

- i) The Agent should not refuse to send the vehicle to any place as directed by the Officer-in-charge or his representative.
- ii) For vehicles provided on daily hire charges basis, the vehicles are required to be in service for a minimum of 12 hours daily including Sundays and Holidays if required and shall operate as per time schedule and instruction of Officer-in-Charge or his authorized representative. **If it is less than 6 hours of engagement of the vehicle then payment shall be made 50% of the charges per day.**
- iii) The vehicle with only good running condition to be supplied by the Agent. Procurement of fuel, lubricants, spare parts etc. will be arranged by the Agent at his own cost. The maintenance & repair, check-up, servicing & over hauling of hired vehicles and payment of wage to Driver etc. will be the Agent's responsibilities and no claim whatsoever on this will be entertained.
- iv) The Agent shall comply with all statutory provisions of law and keep the CDMO, Balasore indemnify against all actions arising due to or act of the Agent/his employees.
- v) All taxes and insurance presently in force or to be levied in future during the contract period in respect of the vehicles shall have to be entirely borne by the Agent.
- vi) During the contract period, if the vehicle is seized or requisitioned by Government authorities for non compliance or relevant act/statutory requirement etc. or for any reason what so ever, penalty / compensation will be payable by the Agent to the CDMO, Balasore besides the liability to provide for alternative vehicles without any loss of time.
- vii) In case the Agent fails to provide the services as enumerated in the order, the CDMO, Balasore reserves the right to get the services through other agencies at the risk and cost of the Agent.


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- viii) In case of non-fulfillment of any obligations under the contract or law, the Officer-in-Charge reserves the right to withhold payments due to the Agent.
 - ix) The CDMO, Balasore shall not be responsible for any type of loss / damage / insurance claim in course of engagement of hired vehicles.
 - xiii) In case of public strike, the authority shall not be liable to make any payment towards retention charges for the period of absence nor will be liable for any other claim.
 - xiv) The authority is at liberty to reject the vehicles found defective during duty time in which case the Agent will be liable for all consequences.
20. **ARBITRATION:** In the event of any dispute arising out of this contract. The same shall be referred for arbitration to the CDMO, Balasore or any arbitrator appointed by the CDMO, Balasore after due notice of claim and such appointment and the award of the arbitrator shall be final and binding on arbitration and conciliation Act. 1996. The venue of arbitration will be Balasore.


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**PRICE BID FORMAT
Tender for HIRED VEHICLE FOR OFFICE OF THE CDM & PHO, BALASORE**

SL No	Type of vehicle	Within or equal to 200 km from HQs of the Health Institutions				Above 200 km from HQs of the Health Institutions		Charges for Night Halt if any (in Rs)	Detention charges per hour if engaged more than 12 hours a day (in Rs)
		Without AC		With AC		Without AC	With AC		
		Hiring charge per day (in Rs)	Kilometer coverage for 1 liter of D.Oil (in km)	Hiring charge per day (in Rs)	Kilometer coverage for 1 liter of D.Oil (in km)	charges per 1 kilometer	charges per 1 kilometer		
1	Bolero								
2	Scorpio								
3	Xylo								
4	Innova								
5	Indica								
6	Indigo								
7	Sail								
8	Traveller								
9	Tractor								
10	Truck 407								
11	Pick up								

N.B: -The above charges in rupees should exclude the GST, which will be charged extra as per the Govt. circular in force

Signature of the Authorized Signatory

Name of the Agency:

Address:

Date:


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