

OFFICE OF THE CHIEF DISTRICT MEDICAL & PUBLIC HEALTH OFFICER, ANGUL

Advt. No. 795

Date: 5/6/20

TENDER FOR HIRING OF VEHICLE ON DAY CALL HIRE BASIS

Sealed tenders are invited in the prescribed format from Transporter/ Tour Operator/ Travel Agencies/ Private Organisation/ Individual having office at Angul for providing "**HIRING OF COMMERCIAL VEHICLE ON DAY CALL HIRE BASIS**" to be deployed under office of the District Public Health Officer, Angul. The interested agencies may submit their sealed quotations in a prescribed format mentioning "**Quotation for Hiring of Commercial Vehicles on Day Call Hire Basis**" on the cover of the envelope addressing to the **office of the Chief District medical & Public Health Officer, Angul** by Speed Post/ by Courier/by Hand. The Quotation should reach to the Office of the Chief District medical & Public Health Officer, Angul on or before 19.06.2020 by 1.00 PM & to be opened on the same date at 3.00 PM in the Office Chamber of Chief District medical & Public Health Officer, Angul in the presence of the bidders or their authorized representatives. In case of any Addendum/ Clarification/ Corrigendum/ Extension regarding this tender call notice, the same will be published in the nic website. Authority reserves every right to accept or reject any tender, and to cancel the tender process at anytime prior the award of contract, without assigning any reason thereof.


Chief District Medical & Public Health Officer, Angul

Memo No 796

Date: 5/6/20

Copy to The Samaj & The Sambad to publish the tender advertisement in the local edition on 06.06.2020 and font should be 8pts. The rate for the same will be as per the approved rate of I & PR Department, Government of Odisha.


Chief District Medical & Public Health Officer, Angul

Memo No 797

Date: 5/6/20

Copy to the Notice Board / website for wide circulation.


Chief District Medical & Public Health Officer, Angul

INVITATION OF BID FOR HIRING OF COMMERCIAL VEHICLE ON DAY CALL HIRE BASIS IN THE
O/o THE CHIEF DISTRICT MEDICAL AND PUBLIC HEALTH OFFICER , ANGUL

Sealed tenders are invited in the prescribed format from Transporter/ Tour Operator/ Travel Agencies/ Private Organization/Individual having office at Angul for providing "**HIRING OF COMMERCIAL VEHICLE ON DAY CALL HIRE BASIS**" to be deployed in The office of the Chief District Medical and Public Health officer, Angul.

1. The Quotation should be submitted according to the terms and conditions. It shall be constructed that the terms and conditions stipulated here under have been agreed to.
2. There should not be any over writing or correction in the quotation. If a figure is to be amended, it should be neatly scored out, the revised figure written above and the same to be attested with full signature and date. In the absence of the attested, the quotation is liable to be rejected.
3. The undersigned does not bind him/ her to accept the lowest quotation and reserves the right to accept the quotation in whole or in part.
4. On acceptance of the quotation, it will become a contract and the contractor shall be bound by the terms & conditions of the quotations.
5. The firms should deposited an earnest money of Rs. 6,000/- (Rupees Six Thousand Only) along with the quotations through Demand Draft in favour of "**District Public Health Officer, Angul Payable at SB, Angul**" which shall be refunded in case of rejection of quotation or after successful completion of the contract. The earnest money will be forfeited of the successful bidder in the event of failure to provide the services. In the event of acceptance of the quotation, the EMD will be adjusted towards SECURITY DEPOSIT. The EMD (which will not carry any interest) of the unsuccessful bidders will be refunded on execution of agreement with the successful bidder.
6. If the agency fails to provide the vehicle within the time stipulated in letter of acceptance, the undersigned shall be at liberty to hire the vehicle from the next lowest bidder and the difference of hiring charges if any, shall be deducted from the EMD/ Security deposit of the first successful bidder. In case any amount in excess of the Security Deposit is paid by the undersigned, the first successful bidder shall be liable to pay this amount.
7. In the event of the acceptance of the quotation and placing of the order for hiring the vehicle, the said vehicle would be subject to an inspection by the undersigned or his representative and is liable to be rejected if the vehicle being provided on hire is not in accordance with approved condition or do not confirm to the specification prescribed.
8. The contract shall be valid for a period of 24 months. No amendment in the rate except increase in the rate of Tax during the period of execution of the contract will be accepted. The contract will be extended further on yearly basis after successful execution of service provided & on the basis of requirement of CDM &PHO.


FSO Angul


DPHO Angul


CDM&PHO Angul

9. The authority reserves the right to terminate the Contract without assigning any reason here of by giving one month notice. In the event of any such termination of the contract, the Travel Agent shall only be entitled to get 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.
10. In case of failure by the agency to fulfill his contractual obligations, the undersigned reserves the right to rescind the Contract and the Security Deposit shall be forfeited.
11. Rates should be quoted by the contractor in attached Performa only.

12. Signing of Agreement

On receipt of the Letter of Award (LoA), the successful bidder shall submit the Letter of Acceptance (LoI) within 3 days and sign the agreement with the Authority within 7 (Seven) days from the date of issue of LoA.

13. Commencement of the Assignment

This contract shall come into force and effect on the date of execution of Contract i.e., signing of agreement and the date of commencement of operation shall be referred as Effective Date. The bidder shall begin carrying out the services, within 15 days of signing of contract.

1. Rejection Criteria

- a) Incomplete bids that do not quote for the complete Scope of Work as indicated in the bidding documents, addendum (if any) and any subsequent information given to the applicant.
- b) Bids providing information's that are found to be incorrect/ misleading at any stage/ time during the bidding process.
- c) Bids that reveal contents in any form or by any reason before opening the Financial Bid.
- d) *Price to be quoted in the financial bid by the applicant should not inclusive of all taxes, duties, fees, levies and other charges.*
- e) Proposal received after the dateline for submission prescribed.
- f) Notwithstanding any of the provisions above, the Authority reserves the right to accept or reject any bid, annul the bidding process, reject all bids at any time, at any stage prior to the award of contract without assigning any reasons thereof.

2. Maintenance of logbook

- a) Log Book should be maintained by the Agency to record details of use of vehicle(s) on daily basis which is to be signed by the Driver and countersigned by the Officer-in-Charge to whom the vehicle is allotted.
- 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.


FSO Angul


DPHO Angul


CDM&PHO Angul

- c) The Agency shall further submit relevant Log Books within the first week of following month for verification.

3. Payment of bills:

- a) For the vehicle to be provided on as and when required basis, Bills shall be submitted every month on or before 7th of succeeding month. Under normal circumstances, payment will be made within 15 days from the date of submission of Bill and no advance payment will be made.
- 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) Statutory deduction as per the Govt. rules/ Tax law shall be deducted from the bills of the Agency.
- d) RMC will release GST 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 CDM&PHO, Angul.
- e) Overwriting on the duty slip as well as the bill shall not be accepted.

4. Jurisdiction:

Any legal disputes arising out of this are subject to jurisdiction of Angul only.


Chief District Medical & Public Health
Officer , Angul

Encls:-

1. Terms & Condition to be signed by the firm (**Annexure-I**).
2. Particulars of the Firm (**Annexure-II**).
3. Form of Rates to be quoted by the firm (**Annexure-III**).
4. Letter of Award(**Annexure-IV**)
5. Letter of Acceptance(**Annexure-V**)
6. Contract Agreement(**Annexure-VI**)


FSO Angul


DPHO Angul


CDM&PHO Angul

Terms & Conditions for Hiring of Vehicles on Day Call Hire Basis

1. The vehicle on day call hire basis will be made available to O/o The CDM & PHO, Angul on per day basis and as & when required. Actual distance (up & down) not exceeding 3(Three) Km will be allowed for reporting to duty from the garage to the reporting place and for return journey from releasing place to the garage.
2. The vehicle will report to the DPHO, Angul as and when required by the DPHO irrespective of holidays.
3. Expenses on account of traffic challans by the Police/ Traffic Police for commercial use of vehicle, rash and negligent driving of the vehicle and other traffic violation will be borne by the vehicle provider.
4. The vehicle shall be provided by the contractor/firm for running all places in Odisha.
5. The firm shall bear all Toll Taxes, Bridge Taxes, Road Taxes, etc. and claim the same along with monthly bill.
6. The transporter shall be solely responsible and liable for the proper maintenance and up keep of the vehicle and for all running cost, thereof and for all expenses for maintenance and repair thereof and replacement of parts therein. The hiring authority shall not have any liability and responsibility on this account.
7. The agency shall ensure that, the vehicle is not incapacitated or unfit to be operated at anytime.
8. In the event that the vehicle is not available for any period of time for any reasons whatsoever, the transporter will have to provide another vehicle so that services to DPHO are not disrupted and /or delayed in any manner whatsoever. However, DPHO shall not be liable to pay any additional charges or expenses for such replacement.
9. The transporter shall properly upkeep the vehicle and the vehicle should be comprehensively insured during the tenure of the agreement and would be liable for timely payments of all premium and other dues. In other words all risks are to be insured/ensured/borne by the transporter in all circumstances.
10. The transporter shall keep all documents of registration, Pollution Certificate, Certificate of Fitness under control, Insurance Papers, etc for the said vehicle or any replaced vehicle in order and perform all acts to ensure that, the vehicle or the other placed vehicle is not seized or attached for any reason whatsoever by any authority during the terms of agreement. Only the authorized person of the Department shall sign the duly slip/ Log Book of vehicle every day.
11. During the tenure of the agreement, if any crew member of the Department is injured due to negligence or rash driving by the driver, the transporter is liable to indemnify the said individual and also any other third party towards medical and any other expenses incurred by them on account of such injuries. The hiring authority will not be liable for making good and damage to the vehicle or injury to the driver or any third person occurred during the course of performance of its legitimate business activities.
12. The agency will provide proof of residence and Police antecedent verification of driver. The driver of the vehicle will be changed only in exceptional circumstances and that with the advanced concurrence of hiring authority.


FSO Angul


DPHO Angul


CDM&PHO Angul

13. The Transporter should provide litigation free vehicles in perfectly good running condition on monthly hiring 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 food cost, overtime and mobile Phone (for incoming calls). **The amount for HSD will be reimbursed to the agency as per actual on submitting the fuel bill from the fuel stations and the consumption of HSD will be calculated as per Table-1. The actual running kilometer will be calculated while settling the fuel bill.**

SI. No	Type of Vehicle	Minimum K.M. per one litre of diesel
1	Bolero GLX (A/C)	10
2	Bolero (Non A/C)	12
3	Indigo	15
4	Celerio (Diesel)	14
5	Swift Dzire (Diesel)	17

14. It is mutually agreed that, the agreement is on a non-exclusive basis and both parties are at liberty to enter into similar contract/agreement with other.
15. The billing will on a monthly basis and the transporter will submit bill and supporting documents (duly sign Xerox copy of log book) in the every month of the first day of the succeeding month. All bills will be cleared by the authority through Digital payment basis before 15th day of succeeding month after duly verified the logbook.
16. For this service, the authority will pay the transporter a sum of rupees as approved on per day basis.
17. The transporter or his driver will not allow any other person then the tender inviting authority, deputed to travel in the vehicle without the prior written concurrence of the authority or any other person nominated by him/ her for exercising day to day technical and administrative control over operation of the vehicle.
18. The tender inviting authority is at liberty to terminate the agreement at any time without assigning any reason. However, the transporter has to serve a notice of one month to terminate the contract.
19. Any dispute out of or in relation to the agreement shall be referred to a sole arbitrator to be appointed by the authority as per the Indian Arbitration Act. The seat of the Arbitration shall be at Angul and proceeding shall be governed by the Indian Arbitration Act 1940.
20. All related legal requirements in this relation are to be complied by the transporter.
21. Transporter will have to change driver or vehicle or both on the request of DPHO.
22. The driver detailed by the contractor should be properly dressed in uniform. The contractor shall bear the cost of uniform of the driver.

Terms & conditions above from Para 1 to 22 are accepted.

Del
FSO Angul

DPHO
DPHO Angul

Seal & Signature of the bidder

CDM&PHO
CDM&PHO Angul

Particulars of the Firm/Individual

(To be furnished by the firm/individual)

Sl. No.	Particulars	Required Information
1.	Name of the Firm/ Individual	
2.	Address of the Firm/ Individual	
3.	Phone/ mobile Number	
4.	Regn. Number of the Firm (If any)	
5.	Regn. Valid up to (If any)	
6.	PAN Number	
7.	Name of the Bank	
8.	Address of the Bank	
9.	Bank Account Number	
10.	IFSC Code	
11.	Tender Application Fees Rs. 600/- (Mentioned DD No., Date, Amount, etc. if downloaded from website)	
12.	EMD/ Bid Security of Rs. 6, 000/- (Mentioned DD No., Date, Amount, etc.)	

Signature of Firm with Seal & Date


FSO Angul


DPHO Angul


CDM&PHO Angul

FORM FOR QUOTATION FOR HIRING VEHICLE

(Please don't change the format)

DAILY HIRING RATES FOR VEHICLE (Exclusive of Tax)

Sl. No	Particulars of Vehicle	Daily Charges (in Rupees)
1	Bolero	
2	Bolero GLX (A/C)	
3	Bolero (Non A/C)	
4	Indigo	
5	Celerio (Diesel)	
6	Swift Dzire (Diesel)	
Total		
Total Amount in Words		

Other Conditions:

- Model should not be less than 2017 for any vehicle.
- In other word bill will have following component i.e. Hiring Charges (vehicle with driver).
- If the above conditions are not fulfilled by the firm, the tender of the firm may not be considered.

EMD/ Bid Security of Rs. _____ (Rupees _____) is
Furnished herewith vide Bank Draft No. _____ Dated _____ drawn on
_____.

**Signature of Firm/Individual
with Seal & Date**


FSO Angul


DPHO Angul


CDM&PHO Angul

Letter of Award

(On the Letter head of Tender Inviting Authority)

Letter No.

Date:

To

The Successful Tenderer Name and Address

Sub: Letter of Award for "**Hiring of Vehicle on Day Call Hire Basis**".

Ref: Tender No.: _____ dtd. _____ .

Sir,

We are pleased to issue this Letter of Award (LoA) in response to your Tender no _____ dated _____ and subsequent negotiations in relation to the "**Hiring of Vehicle on Daily Basis for DPHO, Angul**" as envisaged by the Tender Inviting Authority the Chief District Medical and Public Health Officer, Angul under the terms and conditions set-forth in your Tender and in the LoI thereof.

The CDM&PHO, Angul ("Tender Inviting Authority"), on behalf of and as authorized by the Chief district Medical and public health officer, intends to enter into a Contract Agreement with you following this LoA.

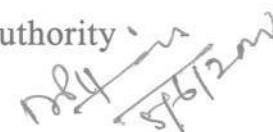
The Tender Inviting Authority reserves the right to terminate this LoA or decide not to enter into the Contract Agreement in future, in accordance with the Tender conditions.

You are requested to sign and send us a copy of this LoA as a token of your acceptance along with LoI within 3 days.

Yours sincerely,

Seal & Signature of the Authority


FSO Angul


DPHO Angul


CDM&PHO Angul

Letter of Acceptance

(Letter head of Successful Bidder)

Letter No.

Date:

To

The Chief District Medical & Public Health Officer,
O/o The CDM & PHO, Angul

Sub: Acceptance Letter for "**Hiring of Vehicle on Daily Basis**".

Ref: LOA No. _____ dtd. _____ .

Sir,

This is to inform you that in accordance with the Letter of Award (LoA) and your Bid as referenced above, is hereby accepted by us.

Yours sincerely,

Authorized Seal & Signature:
Name of Agency


FSO Angul


DPHO Angul


CDM&PHO Angul

Draft Contract Document

(In non-judicial Stamp Paper of Rs. 100/-)

The agreement is made on this _____ (day) of _____ (month) _____ (year) between the CHIEF DISTRICT MEDICAL & PUBLIC HEALTH OFFICER, ANGUL (Herein after called the Authority) acting through its authorized officials _____ (Authority) and _____ (Herein after called the Tender whose term includes its successor and assignees), whose address is _____.

The Tender shall provide commercial vehicles on hire basis to the Authority for official use on the terms and conditions contained and the rates as mentioned. Now, these present witnesses and it is hereby agreed and declared by and between the parties these present as followings.

The Tender shall during the period of contract that is to say from date of execution of Agreement to _____ or until this contract is determined by such notices here in after mentioned will provide commercial vehicle not older than 2017 Model. It is agreed by the Tender that number of vehicles required is likely to change and may be demanded according to the exigencies of services by CDM& PHO, Angul.

- i. The Tender shall comply with all the terms and conditions of the Tender which are part and parcel of this agreement and forms integral part of this agreement and also the following.
- ii. The authority shall place orders (LoA) for their requirement on the official hire order form and will receive acknowledgement from the Tender for supply of vehicles. It is anticipated that the Tender will supply vehicle to these authorities on regular basis until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.
- iii. The Tender will provide vehicles to the authority not older than 2017 and registered for the commercial purpose only and duty, taxes, Insurance etc. due for such vehicle shall be liability of the Tender. The Tender shall submit bills to the CDM & PHO, Angul on monthly basis for release of payment for the vehicles supplied to them respectively. The Driver or the vehicle shall be provided with the Log Book by the Tender where date, time, Kilometre readings are to be filled and signed by the CDM& PHO, Angul Officials. On the basis of Log Book, the bill shall be raised to CDM & PHO, Angul by the Tender for the vehicles under their control.
- iv. The Tender shall bear all Toll Taxes, Bridge Taxes, Road Taxes, etc. and claim the same along with monthly bill. The authority shall provided the HSD and the consumption of HSD and Lubricant will be calculated as per subject to point No. 13 of Annexure -I.
- v. Duty hours will be calculated on the basis of the difference between reporting time and releasing time one holiday as noted on the log book by the user. If the Tender fails to provide the vehicle to CDM& PHO, Angul and if the service is not found satisfactory enough, the CDM & PHO, Angul shall have the right to terminate the contract in whole or part for the vehicles under their control.


FSO Angul


DPHO Angul


CDM&PHO Angul

- vi. In case of change of vehicle by the Tender during the contract, the proof of ownership in case of own vehicle or in case of leased/ hold vehicles a copy of power of attorney/ affidavit should be submitted within 7 (seven) days of such change, for the such changed vehicles to respective Authority for the vehicles under their respective control.
- vii. In case of any accident resulting in loss or damage to property or life, the sole responsibility for any legal or financial implication would vest with the Tender. The Authority shall have no liability whatsoever.
- viii. The Tender document which is annexed to this agreement is an integral part of this agreement.
- ix. For any legal dispute claims that may arise during the currency of the agreement in respect of vehicles provided by Tender, the Authority, will not be liable for any loss, damage, etc. suffered / to be suffered by the Tender or third party, as the case may be and the tenderer shall bear the sole liability arising out of such disputes.
- x. If for any reason the Authority is dissatisfied in any way with the standard of the vehicle or felt deficiency in service during the hiring period, it will be reported to the Tenderer on writing by the authority. The Tenderer without raising any dispute on such assessment by the authority regarding the standard of the vehicle provided or quality of service rendered by them, may immediately replace it with another commercial vehicle on receipt of such complaint.
- xi. The Tenderer shall also be liable for all fines, penalties and traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period.
- xii. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration DPHO, Angul & Chief District Medical Officer, Angul. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.
- xiii. All the disputes are subjected to the jurisdiction of the court at Angul only.

In witness whereof the parties present has here into set their respective hands and seals the day, year in above written:

()
Signature on behalf of Authority

()
Signature on behalf of Tenderer

Name:
Designation:
Seal:

Name:
Designation:
Seal:

Agreement signed in the presence of

Witness1:
Signature:
Name:

Witness2:
Signature:
Name:


FSO Angul


DPHO Angul


CDM&PHO Angul