

DISTRICT LEGAL SERVICES AUTHORITY, CUTTACK

No. 2049 / 2024, Dated 06.09.2024

TENDER CALL NOTICE

Sealed tenders are invited from interested reputed Travel Agencies/Tour Operators/Private Individuals for providing 01(one)no. of Tiago/Bolt/Celerio/Dzire/Etios etc. (Petrol) etc. AC driven vehicles having sitting capacity not more than 05 (Five)including driver, which shall confirm to the terms and conditions prescribed in Annexure-A for official use in District Legal Services Authority, Cuttack only monthly rent basis:

1. The Services provider shall have a valid OGST registration to participate in the tendering.
2. The vehicle must be road worthy condition, shall not be more than 3 years old 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. mandatory for playing of vehicle.
3. The Driver of the vehicle must have a valid Driving License for driving light transport passenger's vehicle and should be sufficiently experienced in driving transport/passenger vehicle.
4. The Driver should be well behaved, gentle and obedient in nature.
5. A sum of Rs. 5,000/- (Rupees Ten Thousand)only shall be deposited by the intending bidders in shape of Account Payee Bank Draft drawn in favour of the of the Secretary, District Legal Services Authority, Cuttack and submitted along with the tender as security deposit. After completion of tender process, the amount will be refunded to unsuccessful bidders.
6. The monthly rate of hire charge be quoted separately in the general bid information (excluding fuel and lubricants), which should not exceed **20,000/- (Rupees Twenty Thousand) only** the rate fixed by the Finance Department Govt. of Odisha vide memorandum no. 22924/F, dated 14.08.2024
7. The Vehicle must achieve a fuel efficiency of 17 KM per liter.
8. The details of the make and year of manufacture of the vehicle, registration no., mileage (KM covered per liter) and name of the Driver, Driving License No. and period of validity should be

specifically provided in the general bid information to be furnished with the Quotation / Tender (Annexure-B).

9. The Quotation completed in all respect should reach the **Secretary, District Legal Services Authority, Cuttack, At: Chandichowk, PS. Lalbagh, Dist. Cuttack, Pin. 753002** through Registered Post/Speed Post/ By hand on or before **24.09.2024 by 1.00 P.M.** and shall be opened on the same day at **4.30 P.M.** in presence of the bidders or their authorized representatives. The sealed quotation should be super scribed "**Quotation for providing of Vehicle on Hire Basis**" on the top of the cover envelope. The bidders may depute their representatives duly authorized in writing to attend the opening of Bids meeting on the due date and time.
10. The application form of tender containing General Bid information & Terms and conditions for Hiring of Vehicle etc. will be available on the working days with the District Legal Services Authority, Cuttack on payment of Rs.1000/- (Rupees One Thousand) only from **07.09.2024 to 24 .09.2024** towards tender paper cost. In case the application form is downloaded from the Court website: <https://cuttack.dcourts.gov.in>. the intending agency shall furnish a Demand Draft for an amount of **Rs.1000/- (Rupees One Hundred)** only in favour of Secretary, District Legal Services Authority, Cuttack towards the cost of Tender paper cost, which shall not be refundable.

Sd/-
Secretary,
District Legal Services Authority,
Cuttack

TERMS & CONDITIONS

I. ELIGIBILITY CRITERIA

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

1. The hired vehicles, during period of contract, shall have all necessary valid MV documents such as valid Registration Certificate, Insurance Certificate, pollution Certificate, Fitness Certificate, Valid Contract Carriage Permit, proof of up-to date tax payment etc. and DL of the driver available all the times.
2. The District Legal Services Authority, Cuttack 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.
3. The hire charges to be paid for monthly basis is final but does not include cost of fuel, which is to be paid separately basing on actual consumption and as per existing Government norms. 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 hirer.
4. It shall be the responsibility of the bidder to provide a good driver and the remuneration of the driver shall be borne by the owner.
5. In case of breakdown for reasons whatsoever the replacement of a vehicle of the same or better model shall be provided by the owner of the vehicle/bidder.
6. In case of the vehicle do not report regularly, the authority will be at liberty to terminate the agreement without prior notice.
7. The vehicle shall on duty for minimum of 25 days in a month.
8. In case of emergency, the driver will have to report for duty as per the requirement. No extra payment shall be demanded.
9. Monthly hire charges and reimbursements towards cost of fuel (as per actual) and lubricants (as per Govt. norms) of selected bidder will be paid in every succeeding month, as per as possible within

fifteen days of the submission of bills by the service provider and no advance payment will be made.

10. The vehicle shall not be more than 3 years old from the initial registration and also in good running condition during the period of contract.
11. If the services are found to be unsatisfactory, the client shall give one month notice and terminate the agreement.
12. In case the service provider intends to withdraw the services of his vehicle and terminate the agreement, it shall be mandatory upon him to grant one month notice before such withdrawal of service and termination of agreement.
13. If the bidder violates any of the terms of contract, authority shall forfeit the entire amount of security deposit.

II. EVALUATION CRITERIA

1. The bids shall be evaluated in two stages, i.e., technical evaluation and financial evaluation. The tender form of both technical and financial is in Annexure-C.
2. The Financial Bids shall be opened for those bidders who will qualify in their technical bid evaluation.

III. AWARD OF CONTRACT

1. The lowest evaluated bid shall be decided based on the lowest evaluated price bid and the L1 bidder shall be selected to execute the agreement. The draft agreement is in Annexure-D.
2. If the successful bidder fails to execute the order, the Security Deposit of the bidder will be forfeited and the bidder will be blacklisted.

ANNEXURE – B

GENERAL INFORMATION

Sl.No.	Particulars	
1	Name of the Service Provider	
2	Complete Address	
3	OGST number	
4	GeM Registration Number	
5	Bank Account No. & IFSC Code	
6	Registration No. of Vehicle	
7	Year of manufacture	
8	Make & Model	
9	Date of Registration	
10	Name & Complete address of the owner of vehicle	
11	Fitness Certificate Validity	
12	Pollution Certificate Validity	
13	Permit validity	
14	Insurance Validity	
15	Name / address of the Driver	
16	D.L. No. & Validity of the D.L. of the Driver	
17	Proposed hire charge of the vehicle per month excluding fuel cost	
18	Rate of fuel consumption/Mileage per liter	
19	Contact Number of the Service Provider (Tenderer)	
20	Contact Number of Driver	

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

Seal & Signature of Tenderer

ANNEXURE – C

TENDER FORM

PART-I- TECHNICAL BID– COVER- A

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

1	Name of the Organization	
2	Address of the Organization with telephone no. And fax	
3	Email id of the Organization	
4	Name of authorized signatory	
5	Specimen signature of the authorized signatory	
6	Telephone number of authorized signatory	
7	Instrument No. and date of the tender document cost of Rs.1000/- (Non-refundable) submitted by the organization.	In shape of Demand Draft
8	Registration Certificate of the Firm (Partnership Firm/Company)	(Attach self-attested copy of the Registration Certificate of the firm)
9	GST Registration	(Attach self-attested copy of GST Registration Certificate)
10	PAN	(Attach self-attested copy of PAN Card)
11	Proof of providing of vehicles to at least 1 (One) Govt. /Semi-Govt. Organizations / PSUs / Banks etc. during the last three financial years i.e. 2019-2020 to 2022-23	(Attach self-attested copies of work orders received from Government Semi-Government /PSUs/Banks etc. (At least three different organizations) during last three Financial Years i.e. 2019-20 to 2022-23)
12	Undertaking to provide good conditioned vehicles (not more than 3 years old BS VI compliance vehicle) along with all necessary documents required under traffic rule.	Attach the undertaking with signature & seal of the Organizations
13	Undertaking that the vehicle to be provided will not belong to any employee of hiring department or office.	Attach the undertaking with signature & seal of the organization.
14	Undertaking that the firm has not been debarred/ blacklisted by any Govt. Organization/ Semi Government Organization / PSUs.	Attach the undertaking on a non-judicial stamp paper of Rs. 20/- Original Copy with signature & seal of the organization

DECLARATION

I/We hereby certify that the terms and conditions given with the tender notice have been read carefully and acceptable to me/us and that the information furnished above are full and correct to the best of my /our knowledge. I/We understand that in cast of any deviation/false information in the above statement at any stage our Firm/Agency will be black listed/debarred and will not have any dealing with organization in future.

Place

Date

(Signature & Seal of the Authorized Signatory)

TENDER FORM
PART II – FINANCIAL BID – COVER B

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

A. Monthly Basis Rate (exclusive of GST)

Sl.No.	Type of Vehicle	K.M. per one Litre of diesel/petrol	Monthly Rent excluding fuel & lubricant per vehicle (Rs.)
a	b	c	d
1.	Tiago/Bolt/Celerio/Dzire /Etios etc. (Petrol) etc. AC driven vehicles		

B. 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.

Place

Date

(Signature & Seal of the Authorized Signature)

ANNEXURE-D

Service Provider Agreement

1. This Agreement is made on this _____ day of _____ (Month) _____ (Year) between the "Secretary" **Name of the Office, address** (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 (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 Secretary 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 _____: Colour _____; 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 _____ year at the rate of _____per month (Excluding GST) payable monthly and the 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 1st party.

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 SLSAs 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

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.

4.4 Agency to ensure that all maintenance work related to assigned vehicle shall be carried out in off duty hour.

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 contract. At the time of termination of contract, the service provider shall hand over the log book(s) to the Secretary.

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 brake and front), horn, turn indicators, and other vehicle systems shall be periodically checked and maintained by Service provider to avoid any inconvenience to the Secretary.

4.13 Agency shall ensure that the vehicle should be parked at the place as advised by the Secretary and should be available, when not in duty. If the vehicle needs to be away for some reasons like refuelling, petty repairing etc., it should be with the knowledge of the controlling Officer of the Secretary. Moving away without the knowledge of the controlling Officer of the Secretary will be considered as non-available and will be liable for penalty.

Driver:

The Agency shall be responsible for the acts and deeds of driver 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 Secretary. 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 driver.

4.16 The driver of the vehicle deployed for user department duties maintain polite & courteous behaviour towards department users as well as to other department staff. Following may be construed as "Misbehaviour" and shall attract penalties as per provisions of the contract. Respected instances may result in termination of service.

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 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 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 Vehicle Act and Rules applicable at present or in future during the tenure of the contract and as many 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 specially 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.

4.29 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 or 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 own 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 Secretary:

5.1 Secretary shall make the payment towards hiring charges of the vehicle at the end of every month of 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 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. Secretary 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 Secretary shall responsible for costs relating to fuel toll gate charges, parking charges and oil topping up between services and other statutory levies, if any, paid during the journey would be billed on actual and shall be paid by Secretary.

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 Secretary 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 1 (one) months' notice in writing and upon refund of any rental fees paid in advance, over the 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 Secretary.

10.2 The Agency shall immediately notify Secretary 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 case 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 District Legal Services Authority, Cuttack 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.

(AUTHORISED SIGNATORY)
Secretary

WITNESS:

1.

2.

FOR AND ON BEHALF OF Service Provider/Agency

(Authorized Signatory)

WITNESS:

1.

2.

In the presence of

Name:

Address:

Signature:

ANNEXURE – E

LOG – BOOK

Date	Place of departure & time	Place of arrival and time	Kilometer age/ Hours done	Purpose of journey	Name and designation of officer using
1	2	3	4	5	6

Petrol/Diesel					Signature of the Driver	Signature of the Officer	Remarks
Petrol/Diesel in tank	Petrol/Diesel Supplied	Total	Petrol/Diesel Consumed	Balance in tank			
7	8	9	10	11	12	13	14