

GOVERNMENT OF ODISHA
DEPARTMENT OF AGRICULTURE & FARMERS' EMPOWERMENT

Quotation/Tender Call Notice

Bhubaneswar, dated 21-06-2023

PT1-DAFE-OEII-MV-0001-2022/13125A & FE, Sealed quotations / tenders are invited from interested and reputed Travel Agencies/ Tour operators with valid GSTIN and Income tax clearance certificates for providing vehicles of the following models Petrol driven having seating capacity not more than eight including driver:

Sl. No.	Category	Type of Vehicle	Nos. of vehicle required
1	Monthly basis	Tiago/ Bolt/ Celerio	5
		Zest/ Tigor/ Swift Dzire/ Xcent/ Etios	4
		Ciaz/ Honda City	3
		Innova Crysta/ Hexa/ XUV 500	1
2	Daily basis	Zest/ Tigor/ Swift Dzire/ Xcent/ Etios	As & when required
		Innova Crysta/ Hexa/ XUV 500	

The number of vehicles required on monthly basis may be increased or decreased subsequently as per the requirement of the Department.

Travel Agencies/Tour Operators shall confirm to the following Terms and Conditions for official use in Department of Agriculture & Farmers' Empowerment on monthly/ daily rent basis.

- I. The vehicle must be in 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, valid contract Carriage permit, proof of upto date tax payment etc. Which are mandatory for plying of vehicle.
- II. The Driver of vehicle must have a valid Driving License for driving light transport passenger vehicle and should have more than two years experience in driving transport passenger vehicle.
- III. The driver should be well behaved, gentle and obedient in nature not having any criminal case history.
- IV. A sum of Rs.5000/- shall be deposited by the intending bidders in shape of Account payee Bank Draft drawn in favour of the DDO-cum-Under Secretary to Government, Department of Agriculture & Farmers' Empowerment, Government of Odisha and submitted along with the tender as security deposit. After completion of tender process, the amount will be refunded to unsuccessful bidders.
- V. The rate of hire charge for monthly/ daily basis be quoted separately in the format as specified in the general bid information (excluding fuel and lubricants).
- VI. The vehicles must achieve a fuel efficiency as indicated below:

Sl. No.	Type of Vehicle	Minimum fuel efficiency
1	Tiago/ Bolt/ Celerio	17
2	Zest/ Tigor/ Swift Dzire/ Xcent/ Etios	17
3	Ciaz/ Honda City	12
4	Innova Crysta/ Hexa/ XUV 500	9

- VII. The detail of make and year of manufacture of the vehicle, registration no. mileage (Kms covered per liter) and name of the Driver with Driving License No. and period of validity should be specifically provided in the general bid information to be furnished with the quotation/Tender.




- VIII. The quotation completed in all respect should reach the undersigned on or before **06.07.2023** by **11.00AM** and shall be opened on the same day at **4.30 PM** in presence of the bidders or their authorized representatives.
- IX. The application form of quotation/tender containing General bid information & Terms and conditions for Hiring of vehicles etc. will be available with Under Secretary to Government(OE-II), Department of Agriculture & Farmers' Empowerment on payment of Rs. 100/- for each vehicle from **22.06.2023 to 05.07.2023** or can be downloaded from Odisha Government Website <https://agri.odisha.gov.in/> from **22.06.2023 to 05.07.2023**. In case the application form is downloaded from Government website, the applicant shall furnish a Demand Draft for an amount of Rs 100/- (Rupees One Hundred) only towards the cost of application along with the quotation.

Memo No. 13126 / A&FE ,

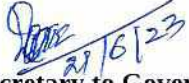
Copy forwarded to the Head, State Portal Group I.T. Centre Secretariat/ IMU Section, Department of Agriculture & FE for information and necessary action.

They are requested to upload the Quotation/Tender Call Notice in the Government Website and Department of Agriculture and Farmers' Empowerment website respectively for wide circulation by **22.06.2023**.


21/6/23
Under Secretary to Government
dt. 21-06-2023

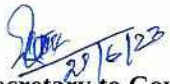
Memo No. 13127 / A&FE ,

Copy forwarded to the Director, I & PR Department with a request to take necessary steps for early publication of the Quotation/Tender Call Notice (copy enclosed) by **22.06.2023** in one local leading newspaper i.e. Samaj, Sambad and Dharitri and copy of the publication may be furnished to this Department for early action/ Department Notice Board of in the Department of Agriculture and Farmers Empowerment.


21/6/23
Under Secretary to Government
dt. 21-06-2023

Memo No. 13128 / A&FE ,

Copy forwarded to the Chief Receptionist, Odisha Secretariat, Bhubaneswar for information and necessary action.


21/6/23
Under Secretary to Government
dt. 21-06-2023


21/6/23
Under Secretary to Government

Bid Document

(for supply of vehicles to the Department of Agriculture & Farmers' Empowerment for official use)



**GOVERNMENT OF ODISHA
DEPARTMENT OF AGRICULTURE & FARMERS EMPOWERMENT**



Tender/ EOI Call Notice No. : **13125 dt.21.06.2023**

Type of Tender : Supply of different Segment of vehicle

Last Date/ Date of Opening : **06.07.2023/ 06.07.2023**

Issued to :

Sl. No/ Date for Purchase of Bid Documents: _____ / dt _____

CHECK LIST OF DOCUMENTS SUBMITTED BY BIDDERS

Sl. No.	Name of the Documents	Number	Whether copy attached	
			Yes	No
1	Name of the Bidder			
2	PAN			
3	GSTIN			
4	EMD (Bank draft of Rs. 5,000/-)			
5	Sl. No. of BID Documents			
6	Similar Work Experience Certificates (Minimum 3 years in Govt.)			
7	Whether Black Listed by Any Office			
8	Nos. of Vehicle Provided during Last Three Years to Government Offices			
9	Copy of Income Tax return (Latest 3 years 2019-20,20-21, 21-22)			
10	Contact Number of Bidder			
12	Email ID of the Bidder			

Certified that I the information given above are true to best of my knowledge. Further I am to state that I have not been black listed by any other Government Office and I am a bonafide Service Provider having cleared all GST and Income Tax Liabilities and Clearance Certificates submitted accordingly.

Signature of the Quotationer/ Bidder with Seal

PRICE QUOTATION**Monthly Basis:**

Basis of Hiring of Vehicle	Category of Petrol Vehicles- Rates Quoted (in Rs.)			
	Tiago/Bolt/ Celerio	Zest/ Tigor/ Swift Dzire/ Xcent/ Etios	Ciaz/ Honda City	Innova Crysta/ Hexa/ XUV 500
Monthly hiring charges excluding POL				
Maximum Hiring Charges per month	Rs. 20,000/-	Rs. 26,000/-	Rs. 30,000/-	Rs. 42,000/-
Minimum Mileage (Km/Lit)	17	17	12	9

*The evaluation of the bid for monthly vehicles will be done on the basis of the quoted monthly hiring charges only.

Daily Basis:

Details	Category of Petrol Vehicles- Rates Quoted (in Rs.)	
	Swift Dzire	Innova Crysta
Rate per KM (In Rs.) including vehicle charge, fuel, driver etc.		
Night halt charges (In Rs.)		

*The evaluation of the bid for daily vehicles will be done on the basis of the rate quoted for KM which includes all charges such as vehicle rent, fuel, driver charge excluding all taxes except toll gate charges and justified parking fees and Night Halt charges. No other charges will be allowed or taken into account during evaluation.

N.B:- The GST extra as applicable.

Signature of the Quotationer/ Bidder with Seal

TERMS & CONDITIONS FOR HIRING OF VEHICLES MONTHLY BASIS VEHICLES:

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

1. The hired vehicles during period of contract shall have to furnish all necessary valid MV documents such as: Valid Registration Certificate, Insurance Certificate, Fitness Certificate, Contract Carriage Permit, Proof of up to date tax payment and DL of the driver, available all the times. The Department/ Office hiring the vehicles shall not be responsible for any damage/loss caused to the hired vehicle 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.
2. The bidder/ Travel Agency has to furnish details of the 11 nos. of vehicles of the category indicated in the **Quotation/ Tender Call Notice No. 13125 dt. 21.06.2023** In the prescribed format provided in the Bid Document. Separate Sheet has to be attached for each vehicle alongwith all required documents.
3. The hire charges to be paid for monthly basis is final, but does not include diesel/ petrol, 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, replacement of spare parts, Lubricating oil of Engine, Gear Box & differential Coolant, Tyres & Tubes, batteries etc. will be borne by the bidder.
4. The qualified Tenderer shall furnish the Performance Security amounting to **Rs.10,000/- (Rupees Ten Thousand)only** in the form of Bank Draft/ NSC/PBG drawn in any nationalized bank in favour of the "D.D.O.-cum-Under Secretary to Government, Department of Agriculture & Farmers' Empowerment, Government of Odisha", payable at Bhubaneswar with validity upto two more months beyond the Agreement period and if the successful Tenderer fails to undertake the work, in such case SECURITY MONEY so deposited shall be forfeited and the Travel Agency shall be black listed".
5. It shall be the responsibility of the bidder to provide experienced (minimum 2 years), with no criminal back ground, well behaved & good driver and the salary of the driver shall be borne by the owner.
6. 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.
7. In case of the vehicle do not report in time, the authority will be at liberty to reject the agreement and may engage vehicle from other source.
8. The monthly vehicles shall report for duty for minimum of 25 days in a month.
9. In case of leave of the user officer to whom the vehicle has been attached, the vehicle should report daily in the office for any further assignment if any, & to get the full amount of hiring charge for the month.
10. In case of emergency, the driver will have to report for duty as per requirement of hirer for which no extra payment shall be demanded.
11. Monthly basis hire charges and reimbursements towards cost petrol/ diesel (as per actual) and lubricants (as per Govt. norms) of selected bidder will be paid in every succeeding month as soon as possible within fifteen days of the submission of bills by the service provider and no advance payment will be made.
12. 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.
13. During journey the service provider has to bear the day to day expenditure of the driver.
14. During journey use of mobile phone by the driver is restricted.
15. If the services are found to be unsatisfactory, the client shall give one month notice and terminate the agreement.

16. 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.
17. If the bidder violates any of the terms of contract, Government shall forfeit the entire amount of security deposit.



Signature of the Quotation / Tender Calling Authority

**GENERAL INFORMATION FOR HIRING VEHICLES
TIAGO/ BOLT/ CELERIO**

1. Registration No. of Vehicle:-
2. Type of Vehicle (AC):-
3. Year of Manufacture:-
4. Model:-
5. Date of Registration:-
6. Name & Complete Address of the Owner of Vehicle:-

7. Fitness Certificate Validity:-
8. Permit Validity:-
9. Insurance Validity:-
10. Pollution Certificate:-
11. Name/ Address of the Driver:-

12. D.L. No. & Validity of D.L. of the Driver:-
13. Proposed hire charge of the vehicle per month excluding fuel cost:-
14. Rate of fuel consumption/ mileage per liter:-
15. Contact Number of the Service Provider/ Quotationer:-

Mobile No.....Telephone.....

“Certified that the information submitted above are true to the best of my knowledge and belief”. I shall be responsible/ legally obligatory in future for any suppression of true facts & false statement, if any detected by the department at later stage.

Seal & Signature of the Quotationer

NB:- Separate Sheet for each Vehicle.

**GENERAL INFORMATION FOR HIRING VEHICLES
ZEST/ TIGOR/ SWIFT DZIRE/ XCENT/ ETIOS**

1. Registration No. of Vehicle:-
2. Type of Vehicle (AC):-
3. Year of Manufacture:-
4. Model:-
5. Date of Registration:-
6. Name & Complete Address of the Owner of Vehicle:-

7. Fitness Certificate Validity:-
8. Permit Validity:-
9. Insurance Validity:-
10. Pollution Certificate:-
11. Name/ Address of the Driver:-

12. D.L. No. & Validity of D.L. of the Driver:-
13. Proposed hire charge of the vehicle per month excluding fuel cost:-
14. Rate of fuel consumption/ mileage per liter:-
15. Contact Number of the Service Provider/ Quotationer:-

Mobile No.....Telephone.....

“Certified that the information submitted above are true to the best of my knowledge and belief”. I shall be responsible/ legally obligatory in future for any suppression of true facts & false statement, if any detected by the department at later stage.”

Seal & Signature of the Quotationer

NB:- Separate Sheet for each Vehicle.

**GENERAL INFORMATION FOR HIRING VEHICLES
CIAZ/ HONDA CITY**

1. Registration No. of Vehicle:-
2. Type of Vehicle (AC):-
3. Year of Manufacture:-
4. Model:-
5. Date of Registration:-
6. Name & Complete Address of the Owner of Vehicle:-

7. Fitness Certificate Validity:-
8. Permit Validity:-
9. Insurance Validity:-
10. Pollution Certificate:-
11. Name/ Address of the Driver:-

12. D.L. No. & Validity of D.L. of the Driver:-
13. Proposed hire charge of the vehicle per month excluding fuel cost:-
14. Rate of fuel consumption/ mileage per liter:-
15. Contact Number of the Service Provider/ Quotationer:-

Mobile No.....Telephone.....

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Seal & Signature of the Quotationer

NB:- Separate Sheet for each Vehicle.

**GENERAL INFORMATION FOR HIRING VEHICLES
INNOVA/ HEXA/ XUV 500**

1. Registration No. of Vehicle:-
2. Type of Vehicle (AC):-
3. Year of Manufacture:-
4. Model:-
5. Date of Registration:-
6. Name & Complete Address of the Owner of Vehicle:-

7. Fitness Certificate Validity:-
8. Permit Validity:-
9. Insurance Validity:-
10. Pollution Certificate:-
11. Name/ Address of the Driver:-

12. D.L. No. & Validity of D.L. of the Driver:-
13. Proposed hire charge of the vehicle per month excluding fuel cost:-
14. Rate of fuel consumption/ mileage per liter:-
15. Contact Number of the Service Provider/ Quotationer:-

Mobile No.....Telephone.....

“Certified that the information submitted above are true to the best of my knowledge and belief”. I shall be responsible/ legally obligatory un future for any suppression of true facts & false statement, if any detected by the department at later stage.

Seal & Signature of the Quotationer

NB:- Separate Sheet for each Vehicle.

ADDITIONAL TERMS & CONDITIONS

1. The Service Provider Obligation:

- 1.1 Service Provider agrees to the terms and conditions of the contract and shall ensure full compliance to them.
- 1.2 Agency agrees to provide quality service as per SLAs mentioned in the contract.
- 1.3 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.
- 1.4 Agency to ensure that all maintenance work related to assigned vehicle shall be carried out in off duty hours.
- 1.5 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.
- 1.6 The Agency shall not be allowed to sub-let the Contract.
- 1.7 The Agency shall only provide vehicles which have the comprehensive insurance.
- 1.8 Police verifications for deployed driver shall be ensured by the Agency.
- 1.9 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 User Department.

Vehicles:

- 1.10 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 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.
- 1.11 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.
- 1.12 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 user department.
- 1.13 Agency shall ensure that the vehicle should be parked at the place as advised by the user Department and should be available, when not in duty. If the vehicle needs to be away for some reasons like refueling, petty repairing etc., it should be with the knowledge of the Controlling Officer of the User Department. Moving away without the knowledge of the Controlling Officer of the User Department 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:

- 1.14 Drivers that possess a valid commercial driving license having experience of at least two years and having no criminal background shall be deployed by the agency.
- 1.15 Driver should be properly dressed in neat and clean attire, if required driver should wear Uniform of specific colour as per requirement of the User Department. The Agency shall provide at his own cost proper uniform and badges as per STATE MOTOR VEHICLES RULES (amended up to date) and photo indemnity cards to the drivers.
- 1.16 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 ours as notices by user Department;

- ii) Use of abusive language;
- 1.17 The Driver in no case shall report to duty in an inebriated state of consume alcohol while on duty. In such an event user department shall have full rights to terminate the contract with immediate effect.
- 1.18 Driver must be providing a working mobile phone and contact no. be provided to user department.
- 1.19 In an event that for any reasons the driver changes his contact no. during the tenure of the contract then agency will immediately notify the user department of the above change.
- 1.20 The driver shall be reachable at all times during duty hours.
- 1.21 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.
- 1.22 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 call/ SMSs will be on agency's account.
- 1.23 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:

- 1.24 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 and deferential coolant, tyres and tubes, better 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.
- 1.25 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 due to any accident arising out of and in the course of deployment of service provider's vehicle.
- 1.26 The agency shall be solely responsible for any claims by any third party and / or employees of user department travelling in the vehicle for any injuries caused by the driver of the vehicle whether by accident or otherwise.
- 1.27 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 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 department would not be held liable/ responsible in any manner whatsoever. Onus of compliance of all the applicable laws/ acts/ rules including those under motor vehicle act/rules shall rest with the agency only and user/ user departments will not be liable in any manner.
- 1.28 The agency shall be responsible for ensuring compliance with the provision related to labour law and especially minimum wages act, payment of wages act, P.F, ESI act, Payment of bonus act, Contract labour (R & A) act, workman 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.
- 1.29 The agency shall be personally responsible for any theft, misconduct and/ or disobedience on the part of drivers so provided by him
- 1.30 During the contract period, if the vehicle is seized or detained or requisitioned by police/ motor vehicle authority or any other authority or whatsoever reasons that will be at the service provider's risk. Also, alternate vehicle of similar or hire category will be provided by agency without any extra charges.
- 1.31 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.

1.32 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 breaks.

1.33 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 drooping point and not up to the garage.

2. The obligation of user Department:

2.1 User Department 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 through ECS/ RTGS 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;

2.2 The payment shall be subject to any deduction such as penalties, statutory deduction etc.

2.3 User Department 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.

2.4 The User Department shall be 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 User Department.

2.5 All distances shall be calculated from the reporting point. No payment shall be made for journey from garage to reporting point.

3. Terminations

3.1 The User Department shall have the right to terminate this agreement, upon it giving 01 (one) month notice in writing.

3.2 The agency shall have the option to terminate this agreement upon given 01 (one) month notice in writing and upon refund of any rental fees paid in advance, over and above the notice period.

3.3 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.

4. Force majeure

Neither party to this agreement shall be liable for failure to perform any of its obligations here under if prevented from doing so by reason of Force majeure.

5. Entire Agreement

This agreement together with the schedules and annexes here to constitutes the entire agreement and understanding between the parties and supersedes all previous agreements, understandings and/ or representations between the parties.

6. Waiver of Remedies

No forbearance, delay of indulgence by either party in enforcing the provision of this agreement shall prejudice or restrict the rights of either party nor shall any waiver of its rights operate as waiver of any subsequent breach and no right, power or remedy here in conferred upon 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.

7. Assignment and change in ownership/ management:

7.1 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 user Department.

7.2 The agency shall immediately notify User Department of any change of ownership of management agencies business.

8. 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.

9. Resolution of disputes:

Any dispute arising will be resolved in Bhubaneswar Jurisdiction only.



Signature of the Quotation / Tender Calling Authority

TERMS & CONDITIONS FOR HIRING OF VEHICLES DAILY BASIS VEHICLES:

1. The Department of Agriculture & Farmers' Empowerment, Government of Odisha, with a view to manage journey of the District Nodal Officers and other emergency requirement need vehicles on hire as and when require basis on short notice. Hence, the intending Tenderer (Travel Agencies/Tour Operators etc.) should have the capability to provide 6-8 numbers of light motor vehicles (Innova Crysta, Swift Dezire etc.) as & when required on a particular day on short notice. Under the above circumstances, the Department invites Tenders from the interested bidders located at Bhubaneswar for supply of vehicles on hire basis.
2. The Tender should be submitted in the prescribed Tender Format only.
3. The Department reserves the right to accept/reject/negotiate any or all part of the Tender without assigning any reason thereof.
4. The Tenderers should quote their rates inclusive of all charges such as vehicle rent, fuel, driver charge excluding all taxes except toll gate charges and justified parking fees.
5. The rate shall be finalized on the basis of L-1 and the rate as would be finalized through this Tender process shall be valid for one year. The Department may enlist more than one Firm for supply of vehicles at the rate so finalized.
6. The firms to be enlisted shall have to enter into an agreement with the Department for the purpose of supplying vehicles for a period of one year. Further, the contract may be renewed on the same rate and Terms and conditions for the subsequent year(s) on satisfactory performance of the firms concerned on mutual agreement basis.
7. The qualified Tenderer shall furnish the Performance Security amounting to Rs.10,000/- (Rupees Ten Thousand)only in the form of Bank Draft/ NSC/PBG drawn in any nationalized bank in favour of the "D.D.O., Department of Agriculture & Farmers' Empowerment, Government of Odisha", payable at Bhubaneswar with validity upto Two more months beyond the Agreement period and if the successful Tenderer fails to undertake the work, in such case SECURITY MONEY so deposited shall be forfeited and the Travel Agency shall be black listed".
8. The successful Tenderer shall be required to supply the vehicles having valid fitness certificate, up to date Insurance, Pollution Certificate, M.V. Tax clearance and having registration certificate for commercial use. Self-attested documents in support of the above along with the copy of the valid Driving License of the Driver are required to be submitted to the Department at the time of reporting of the vehicles. Department will not be held responsible in case of Pvt./Personal vehicles are engaged for the said purpose. The vehicles registered should have necessary permit.
9. The Travel Agencies should comply with RTA and State Govt. Rules and Registrations in force and any breach of these rules shall be at the complete risk of the Travel Agencies/bidders concerned and the Department shall, in no way, be responsible for any damage/losses/any incident occurred during the travel/journey and the expenditure incurred in such incidents shall be borne by the concerned Travel Agency.
10. The Department shall not be held responsible for any legal dispute in connection with the vehicles/owner or any other accident and the Travel Agency shall be liable for any loss/damages.
11. The claim towards hiring charges shall be finalized basing upon the total Kilometres and hours mentioned in the duty slip as well as Log Book, and the terms fixed by Department.
12. No part claim or advance for fuel shall be paid to the travel agencies for hiring of vehicles.
13. The first party shall place requisitions of required numbers of vehicles at least 08 hours before with the second party, if requirement is for more than three vehicles at a time.

In case of one or two number of vehicles, the second party shall supply within one hour of the requisition.

14. The Second party will supply required number of commercial vehicles of perfectly running/road worthy conditions so as to cover the route in time.
15. The second Party shall be fully responsible for proper safety and confidentiality of transportation of men and materials of the authorized persons and materials of the first party to be transported. For any loss or damage caused during the tour/transit, the first party shall have the right to recover the loss from the second party and the second party agrees to bear the loss.
16. In the event of failure on the part of Second Party to provide required number of vehicles within the stipulated time, the First Party may impose fine on the Second Party evaluating loss or inconveniences sustained by the First Party, besides black listing the Second Party.
17. In case of the vehicles supplied by the Second Party goes out of order en-route, the Second Party shall take immediate steps to make the vehicle road worthy immediately or replace the vehicle by supplying another vehicle to the spot at his own cost. In case the Second Party fails to comply the above, the First Party shall hire vehicles from local market and the entire payment made to the third party shall be recovered from the Second Party.
18. The Second party shall ensure journey by the shortest possible route of the route chart provided by the First Party and the First Party will instruct the deputed officials to ensure economical use of the vehicle and to countersign the tour particulars prepared by the driver of the vehicle. Driver of the vehicle as well as the user of the vehicle (deputed officials of the first party) shall jointly and severally be responsible for recording of any unusually high distance covered between any two destinations in the assigned journey. Otherwise payment will be made as per road mileage fixed by Govt. of Odisha to the destination from the leaving place.
19. The tax deducted at source (TDS) shall be made by the First Party while making payment as per the provisions of the Income Tax and GST Act and Rules made there under in the applicable cases and a certificate to this effect shall be provided by the First Party.
20. In case of any dispute arises between both the parties while carrying out transactions as per this agreement the same shall be resolved through negotiations. Alternatively, the dispute shall be referred to the authority, Principal Secretary to Government, Department of Agriculture & Farmers' Empowerment, Odisha for his decision and the decision of the authority shall be binding upon both the parties.
21. All disputes shall be under the jurisdiction of the court at the place where headquarter of the authority, who has executed this agreement, is located.



Signature of the Quotation / Tender Calling Authority