

TERMS & CONDITIONS ENGAGEMENT OF PETROL VEHICLE 2022-2023

OFFICE OF THE SUPERINTENDENT, S.C.B. MEDICAL COLLEGE &
HOSPITAL, CUTTACK
(HEALTH & F.W. DEPTT., GOVT. OF ODISHA)

Tel. No.: 0671 – 2414080

Fax No. : 0671 – 2414147

Bid Reference No. CENTRAL STORE,
S.C.B. MEDICAL COLLEGE HOSPITAL, CUTTACK

DATE OF COMMENCEMENT OF THE BID DOCUMENT : 14.04.2022 to 25.04.2022

LAST DATE & TIME OF RECEIPT OF BID DOCUMENTS: 27.04.2022 till 4 P.M.

DATE OF OPENING OF BID DOCUMENT : 27.04.2022 at 5 P.M.

PLACE OF OPENING OF BID DOCUMENTS : Office of the Superintendent

AND
ADDRESS FOR COMMUNICATION : S.C.B. Medical College Hospital,
Cuttack-753007, Odisha

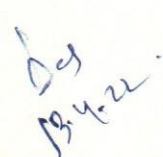
AND
RECEIPT OF BID DOCUMENTS

SALE OF TENDER / BID DOCUMENT

The Bidders (Interested reputed Travel agencies/ Tour Operators or private individuals) may download the Tender Documents directly from the WEBSITE i.e. "www.scbmch.in" from 14.4.2022 to 25.4.2022. The Tender cost fee of Rs. 200/- (Non-refundable) by way of separate Demand Draft drawn in favour of **Superintendent, S.C.B. Medical College Hospital, Cuttack** payable at **Cuttack** should be enclosed alongwith the Bid. The Bidders should specifically superscribe "**DOWNLOADED FROM THE WEBSITE**" on the top left corner of the outer envelope containing the Bid. The terms and conditions of the tender can also available in the **NTSK Section, O/o Supdt., SCB MCH, Cuttack** on depositing of money receipt worth Rs.200/- in shape of cash. The Tender cost will be deposited in the Accounts Section(Users) of this hospital. The Tender cost fee and the EMD amount should be submitted separately. In case of any bid amendment and clarification, responsibility lies with the bidders to collect the same from the website / Office of the undersigned before last date of sale of tender document. The undersigned shall have no responsibility for any delay / omission on part of the bidder.

- | | | |
|----|---------------------------|---|
| a) | Price of bidding document | Rs. 200.00
(Rupees Two hundred) only
(Non-refundable) |
| b) | Date for downloading | from <u>14.4.2022</u> to <u>25.4.2022</u> |

The tender paper will be rejected if the bidder changes any clause or Annexure of the bid document downloaded from the website.


Medical Superintendent
SCB Medical College Hospital,
Cuttack

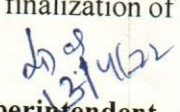
**TERMS AND CONDITIONS FOR ENGAGEMENT OF HIRE VEHICLE (PETROL) IN
SCB MEDICAL COLLEGE & HOSPITAL, CUTTACK FOR OFFICIAL USE OF
REGISTRAR (ADMINISTRATION), SCB MCH, CUTTACK**

1. The sealed tender should be superscribed as tender for hiring of **one Petrol Vehicle (Zest/Tigor/Swift Dzire/Xcent/Etios etc.)** and addressed to the Superintendent, SCB Medical Hospital, Cuttack.
2. Sealed tenders will be received on or before Dt 27.4.2022 till 4 P.M. by the office of the Superintendent, S.C.B. Medical College Hospital, Cuttack, Odisha through Regd. Post/Speed post only. Any tender received after the due date will be rejected / returned unopened to the sender.
3. The Sealed tenders submitted by the bidders will be opened by the Superintendent, S.C.B. Medical College Hospital Cuttack in his office chamber on 27.4.2022 at 5 PM. The tenderer or their duly authorized representatives are allowed to be present during the opening of the tenders if they so like. The authorized representative should produce an Authorization letter from their respective bidders. There is no bar for opening the tender by the competent authority even if the Bidder or their representatives is not present.
4. An index of vehicles is to be attached in the 1st page of the Technical Bid indicating the list of all documents enclosed dully signed by the tenderer. The bidder should sign all the documents in each page.
5. The tender should be in "**Two BID Type**". All documents should be closed in a separate envelope superscribed as "**TECHNICAL BID**" as **Annexure-A** and "**PRICE BID**" as **Annexure-B** should be furnished in a closer cover separately. The both envelops should be closed in another envelop which will be superscribed of **TENDER FOR ENGAGEMENT OF PETROL HIER VEHICLE, S.C.B. MEDICAL COLLEGE HOSPITAL, CUTTACK.**
6. The tender should furnish the following documents such as :
 - i) Valid Registration certificate
 - ii) Fitness certificate
 - iii) Insurance Certificate
 - iv) Up-to-date payment of road tax, Taxi permit & Pollution Certificate
 - v) Attested photocopy of Driver and DL
 - vi) Xerox copy of PAN card
 - vii) Xerox copy of GST Registration Certificate duly self attested relating to his/her/their firms along with the tender.
7. The department/office hiring the vehicle shall not be responsible for any damage/loss caused to hired vehicle or loss of life/injury made to any person or damaged to any property on account of use of hired vehicle any manner whatsoever. The hirer shall be responsible for all such litigations.

8. The hire charges to be paid for monthly basis in final but does not include cost of petrol which is to be paid separately basing on actual consumption and lubricants as per existing govt. norms. All the expenditure of the vehicle towards repair, replacement of spare parts, lubricating oil of Engine, Gear Box and different coolant, tyres & tubes, battery etc. will be borne by the bidder.
9. It shall be the responsibility of the bidder to provide a good driver and the salary of the driver shall be borne by the owner.
10. In case of break down for reason whatsoever, the replacement of the vehicle of the same or better model shall be provided by the owner of the vehicle/bidder.
11. In case of the vehicle do not report regularly, the Hospital Authority will be at liberty to reject the agreement and may engage vehicle from other source.
12. The vehicle shall report for duty for minimum of 25 days in a month.
13. In case of emergency, the driver will have to report for duty as per the requirement of the hirer. No extra payment shall be demanded.
14. Monthly hire charges and reimbursement towards cost of petrol (as per actual) and lubricants (as per Govt. norms) of selected bidder will be paid in every succeeding month as far as possible within 15 days of the submission of bills by the service provider and no advance payment will be made.
15. The vehicle shall not be more than 3 years old from the initial registration and also in good running condition. The tender committee have the discretion towards selection of vehicle after the inspection on the condition of the vehicle.
16. If the services are found to be un-satisfactory, the client shall give one month notice and terminate the agreement.
17. In case of service provider intends to withdraw the services of his vehicle and terminate the agreement, it shall be mandatory upon him to grant 15 days notice before such withdrawal of service and termination of agreement.
18. If the bidder violates any of the terms of contract, Govt. shall be the Hospital Authority will take legal action as deem proper.
19. The hire charges and consumption of the fuel will not be exceeded to Rs. 26,000.00 per month excluding tax and 17 kms. Fuel per liter.
20. Resolution of disputes: In the event of any dispute or difference relating to the interpretation and/or application of the provision of this agreement, such dispute or difference shall be resolved through mutual consultation by the Secretary of the concerned Administrative Dept. on behalf of Govt. of Odisha and the Authorized signatory of the service providers.
21. The selected bidder will make an agreement with the Hospital Authority on non-judicial stamp paper as per **Annexure-C**.

22. EMD:

1. EMD shall be obtained from the all bidders.
2. Failure of submission of EMD as per bid documents shall result in rejection of Bid.
3. EMD of Rs. 5000/- should be paid in the form of Demand Draft from any Nationalized Bank and pleased in favour of Superintendent, SCB Medical College Hospital, Cuttack.
4. The EMD of the unsuccessful bidders will be returned back after finalization of Bid.


Medical Superintendent
SCB Medical College Hospital,

GENERAL INFORMATION FOR HIREING VEHICLES

- i. Registration No. of the Vehicle :
- ii. Type of Vehicle(AC/Non AC) :
- iii. Year of Manufacture :
- iv. Model :
- v. Date of registration :
- vi. Name & complete address of the owner of vehicle :
- vii. Permit validity :
- viii. Insurance validity :
- ix. Name /Address of the Driver :
- x. D.L No. & Validity of DL if the Driver :
- xi. Proposed hire charge of the vehicle per month excluding fuel cost :
- xii. Rate of fuel consumption/Millage per litre :
- xiii. Contact Number of the Service provider :

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

Seal & Signature of the Service Provider

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Service Provider Agreement

Annexure-C

1. This Agreement is made on this _____ day of _____ (Month) _____ (Year) on the orders of Governor of Odisha by and between the "Principal" **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 Principal is desirous of engaging the Agency to provide vehicle on hiring basis and the Agency is agreed to provide the vehicle as its service provider with the terms and condition mentioned hereinafter.

2.1 Whereas the Agency is the owner of a make and model of motor vehicle of the following description: Registration number _____; Model _____; Chassis number _____; Engine number _____; Color _____; Year of Manufacture _____.

2.2 Whereas the Service Provider having PAN No _____ and GST No _____ which are valid on this date.

3.0 RENTAL

The motor vehicle is hereby hired for one year at the rate of _____ per month (excluding GST) payable monthly and 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 Principal.

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 SLAs mentioned in the contract.

4.3 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.

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

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

Vehicles:

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 five years should be replaced by the service provider.** During replacement of the vehicle or driver, as the case may be, the pass/id card issued, if any, shall be surrendered.

4.11 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 user department.

4.13 Agency shall ensure that the vehicle should be parked at the place as advised by the Principal 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 Principal. Moving away without the knowledge of the Controlling Officer of the Principal will be considered as non-available and will be liable for penalty.

Driver deployed:

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

4.14 Drivers that possess a valid commercial driving license shall be deployed by the agency.

4.16 Driver should be properly dressed in neat and clear attire, if required driver should wear uniform of specific color as per requirement of the Principal. The Agency shall provide at his own cost proper uniform and badges as per STATE MOTOR VEHICLES RULES (amended up to date) and photo identity cards to the drivers.

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

- i) Denial of duty during contract period, or during hours as noticed by user departments;
- ii) Use of abusive language;

4.18 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.

4.19 Driver must be provided a working mobile phone and contact number be provided to user department.

4.20 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.

4.21 The driver shall be reachable at all times during duty hours.

4.22 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.

4.23 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.

4.24 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:

4.25 The hiring charges do not include fuel cost (petrol/diesel) which is to be paid separately basing on actual consumption and lubricants as per existing Government norms. All the expenditure of the vehicle towards repair maintenance, replacement of spare parts, lubricating oil of engine, Gear Box & differential coolant, Tyres & Tubes, Battery etc. and salary of the driver, payment of insurance/Road tax etc. required for operation of vehicle in a state will be borne by the Agency.

4.26 The Agency shall take comprehensive insurance cover with third party unlimited liability risk of the vehicles detailed for the user department requirement. User shall not be liable for any damages whatsoever to public property and /or any third person due to any accident arising out of and in the course of deployment of service provider's vehicle.

4.27 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.

4.28 The user department will in no way be responsible for violation of traffic rules and /or infringement of any other law for the time being in force, either by the driver of the vehicle or by the service provider. The driver as well as Agency shall comply with relevant rules and regulations of Motor Vehicles Act and Rules applicable at present or in future during the tenure of the contract and as may be enforced from time to time for which user departments would not be held liable/responsible in any manner whatsoever. 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.

4.29 The Agency shall be responsible for ensuring compliance with the provisions related to Labour Law and especially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour

(5)

[R&A] Act, Workmen Compensation Act etc. as applicable from time to time. The employees of the Agency shall not be deemed to be employees of the user department and hence the compliance of the applicable acts laws will be the sole responsibility of the Agency.

4.30 The Agency shall be personally responsible for any theft, misconduct and /or disobedience on the part of drivers so provided by him.

4.31 During the contract period, if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons that will be at the service provider's risk. Also, alternate vehicle of similar or higher category will be provided by Agency without any extra charges.

4.32 The vehicles deployed for duty for the user department shall at no point of time carry any person other than personnel authorized by user department.

4.33 The vehicle cannot be put to any private/commercial use beyond the duty hours or on holidays. Unauthorized use of the vehicle by the driver/service provider will lead to unilateral termination of the contract with immediate effect. The Agency has to ensure the safety of passenger by avoiding negligent driving by their drivers such as over speeding, rash driving, and driving vehicle without brakes/defective brakes.

4.34 The mileage count will start from the location of pickup and no extra kilometres from the garage to the pickup point will be provided. The mileage count will also terminate at the dropping point and not up to the garage.

5 The obligations of Principal:

5.1 Principal 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;

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

5.3 Principal 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 Principal 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 Principal.

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

6. Terminations:

6.1 The Principal shall have the right to terminate this Agreement, upon it giving 3 (three) month notice in writing.

6.2 The Agency shall have the option to terminate this Agreement upon giving 3 (three) month notice in writing and upon refund of any rental fees paid in advance, over and above the notice period.

6.3 Final payment after termination of the contract shall be released on submission of the log book(s) of the vehicle, car pass and pass/id card issued to the driver, if any.

7. Force majeure

Neither party to this Agreement shall be liable for failure to perform any of its obligations hereunder if prevented from doing so by reason of force majeure.

8. Entire agreement

This Agreement together with the schedules and annexes hereto constitutes the entire agreement and understanding between the Parties and supersedes all previous agreements, understandings and/or representations between the Parties.

9. Waiver of remedies

No forbearance, delay of indulgence by either Party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of either Party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for the Party is exclusive of any other, power or remedy

available to the Party and each such right, power or remedy shall be cumulative.

10 Assignment & change in ownership/management:

10.1 The Agency shall not assign or transfer its obligations and or rights under this Agreement to any third party, whether an associated entity or not, whether in whole or in part without the prior written consent of the Principal

10.2 The Agency shall immediately notify Principal of any change of ownership or management of the Agency's business.

11 Headings:

The headings to the clauses of this Agreement are for the ease of reference only and shall not affect the interpretation or construction of the Agreement.

12 Resolution of disputes:

In the event of any dispute or difference relating to the interpretation and/or application of the provisions of this Agreement, such dispute or difference shall be resolved through mutual consultation by the Secretary of the concerned Administrative Department on behalf of Government of Odisha 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.

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WITNESS WHEREOF the parties hereto have subscribed their respective
hand this _____ day of _____ first above written.

FOR AND ON BEHALF OF Governor of Odisha

(AUTHORISED SIGNATORY)
Principal

WITNESS:

1.

2.

FOR AND ON BEHALF OF Service Provider/Agency

(AUTHORISED SIGNATORY)

WITNESS:

1.

2.

In the presence of

Name:

Address:

Signature: _____