VEER SURENDRA SAI UNIVERSITY OF TECHNOLOGY, ODISHA, BURLA.
P.O.: Burla Engineering College, Dist: Sambalpur, ODISHA – 768 018.

No: VSSUT/CTF/ OOR/516 /2022 Dtd: 10.11.2022

EXTENSION OF TENDER/QUOTATION SUBMISSION DATE FOR HIRRING OF PRIVATE VEHICLE

This notification is in continuation of the quotations / tenders advertisement dated 18/10/2022 published in daily news paper THE SAMAJ, THE TIMES OF INDIA(BBSR, Edition) and the university website. The last date for submission of quotations / tenders was 10/11/2022. The competent authority has decided to extend the last date for the submission of quotations / tenders for another 3 weeks. The final date of submission of quotations / tenders is dated: 01/12/2022. All other conditions laid down in the previous tender will remain unchanged. The tender documents are available in the university website. The quotation papers completed in all respect should reach the undersigned through **SPEED POST/Registered post only**. The final date of the receipt of the Tender/Quotation is 01/12/2022 upto 3 PM and will be opened at 4 PM on the same day in the office chamber of the undersigned.

The quotation/tender application form containing the general bid information, Service Provider Agreement and detailed terms & conditions for hiring the vehicles can be downloaded from University website www.vssut.ac.in.

Sd/

REGISTRAR
VSSUT, Burla

Memo No: VSSUT/CTF/ OOR/517 /2022 Dtd: 10.11.2022

1. Copy to P.A. to Vice Chancellor for kind information of Vice Chancellor.
2. Copy to Prof. I/C. CTF for information and necessary action.
3. Copy to Prof. I/C., University website with a request to display the quotation call notice in the University website www.vssut.ac.in.
4. University Notice Board.
5. Copy to C.O.F for information and necessary action.
6. Copy to Accounts section for information and necessary action.

REGISTRAR
VSSUT, Burla

ANNEXURE - A

VEER SURENDRA SAI UNIVERSITY OF TECHNOLOGY, ODISHA, BURLA.
P.O.: Burla Engineering College, Dist: Sambalpur, ODISHA – 768 018.

No: VSSUT/CTF/OOR/516 /2022 Dtd: 10.11.2022

QUOTATION / TENDER CALL NOTICE

Sealed quotations / tenders are hereby invited from all interested persons / Registered Firms / Travelling Agencies / Trust having only commercial **A/C PETROL** light vehicles i.e. **SWIFT DEZIRE/ZEST/TIGOR/XSCENT/ETIOS** (Preferable **SWIFT DEZIRE)** for contractual deployment under VSSUT, BURLA ,Dist: Sambalpur for official use on monthly rent basis which shall conform to the following terms & conditions.

1. The vehicle shall be in good conditions and **shall not be older than three years**. The vehicle must have valid Registration Certificate, Insurance Certificate, proof of up-to-date tax payment etc. which are mandatory for playing of vehicles.

2. The mileage count will start from the location of pickup/University premises 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. The hired vehicle cannot be used for any private/commercial purpose beyond office hours or during holidays.

3. The monthly rate hire charges must be quoted separately in the general bid information (Excluding Fuel). **The monthly rate of hire charges quoted for all the above categories of vehicles should not exceed the maximum hire charges per month excluding petrol cost fixed by the finance department, Government of Odisha for the category of vehicle i.e. SWIFT DEZIRE/ZEST/TIGOR/XSCENT/ETIOS** (Preferable **SWIFT DEZIRE) A/C PETROL.**The vehicle must achieve a fuel efficiency of 17kms/ltr. The details of Make, Year of mfg. of vehicle, Registration No., mileage (kms covered per ltr), and Name of the driver with id proof, driving licence No. & period of validity should be specially provided in the general bid information format (Annexure B).

4. The driver who will be engaged to drive the vehicle by the agency must have a valid driving licence for driving light vehicles and should be sufficiently experienced in driving the vehicle. The driver must follow the traffic rules and other regulations prescribed by the Govt to this effect from time to time. The University has the right to ask the agency for removal of driver in case found incompetent, disorderedly or undisciplined.

5. The driver should be well behaved, gentle and obedient in nature. The driver must observe all the etiquette and protocol while performing the duty. He must be neatly dressed and carry a mobile phone for which no additional payment shall be made by the University.

6. **Fuel:**The fuel consumed during the period of running may be supplied by the agency and bill will be reimbursed @ 17 kms/ltr for all above categories of vehicles.

7. **Drivers liability**: The salary and other benefit to driver of vehicle will be borne by agency.

8. **Repair &Maintenance:** Repair and maintenance will be at the cost & risky of Agency.

9. **Substitute**: The agency has to provide a similar type of vehicle only as an alternative arrangement during the breakdown of the above vehicle. Road tax, Insurance charges of the vehicle including Taxi permit and other incidental expenses will be borne by agency.

10. **Documents**: All valid documents of vehicle such as driving licence of the driver, road tax, ownership, R.C.Book, fitness, insurance pollution certificate etc. should be up-to-date and available with the driver at his custody.

11. **Log Book**: The driver has to maintain a log book. All the entries will be made on daily basis and the log book will be countersigned by the Officer used the vehicle. The log book will be submitted by the driver once in a week before the Prof. I/C./ Officer I/C., CTF for verification of same.

12. **Payment: T**he service provider must have the GST registration certificate. The payment towards hiring of vehicles shall be made on monthly basis. The agency is required to submit the bills in triplicate along with the supporting documents within 7th of every month in the Office of CTF to process the bill for payment. The payment will be made inform of cheque/ECS/RTGS within 15 days from the date of receipt of bill complete in all respect. The payment shall be subject to any deduction such as penalties, statutory deductions etc. No advance payment will be made in this regard.

13. **Tax:** GST will be paid extra as per the guidelines of the Govt of Odisha.

14. The toll fee/entry fee/parking fee etc. will be reimbursed along with the monthly bill subject to production of slips/tickets.

15. The vehicle should conform to the pollution norms prescribed if any by the Transport Department of Govt.

16. The vehicle must be kept neat and clean and in perfect condition and should be provided with the basic neat and clean seat covers and curtains.

17. The agency shall provide vehicles as per the requirement of the University as and when required.

18. The agency/vehicle provider will have to make an agreement with the University administration as per the terms and conditions stipulated in

Annexure-C. The agreement shall be valid initially for Two years and can be curtailed / extended by the University.

19. In no case the monthly hire charges fixed on lowest quotation/tender basis will be revised during the period of contract.

20. The University will not be responsible for any legal disputes with any party in connection with the vehicle/owner or any other accident during the period of engagement.

21. The University shall not be held responsible whether financially or otherwise for any injury or loss to the driver or person deployed by the agency during the course of performing duties. On the other hand, the agency will remain liable for and indemnify the University against any injury, loss/damage caused to the user officers/employees due to negligence of the driver or any other person deployed by the agency while executing the work.

22. The penalties as would be decided by the University shall be imposed on the agency for not providing vehicles in time, misbehaviour of driver or for not providing substitute vehicles when required.

23. A sum of Rs.5000.00 (Rupees Five Thousand only) shall be deposited by intending bidders in shape of A/C payee bank draft drawn in favour of the Comptroller of finance and submitted along with the quotation as security deposit. After completion of process, the amount will be refunded to unsuccessful bidders.

24. The sealed quotation/Tender should be submitted in specific format super scribing as "Quotation/Tender for Hiring of Vehicles" addressed to the Registrar, VSSUT, Burla, Samablpur, Odisha- 768018.

25. The quotation/Tender papers completed in all respect should reach the undersigned through speed post / Registered Post only on or before **01/12/2022** by 3.00 P.M and shall be opened on the same day at 4.00 P.M. in the presence of bidders or their authorised representatives. Delay in postal delivery after due date and time will not be taken into consideration.

26. The quotation/Tender form without security deposit will be rejected.

27. Any other points related to hiring of the vehicle may be settled on negotiation subject to confirmation of the same by the competent Authority.

28. The authority reserves the right to accept or reject the quotations/Tender without assigning any reason thereof.

29. All the disputes shall be subjected to the jurisdiction of the court at Sambalpur in the State of Odisha.

Registrar
VSSUT, Burla

ANNEXURE-B

GENERAL INFORMATION FOR HIRING OF VEHICLES

1) Registration Number of Vehicle:
2) Type of Vehicle with model :
3) Year of Manufacturing:
4) Dt. of Registration:
5) Name & Corresponding address of the owner of Vehicle.
6) Validity of Fitness Certificate:
7) Road Permit validity:
8) Insurance validity:
9) Name and address of Driver:
10) D.L.No. & Validity of D.L of the Driver:
11) Proposed hire charge of vehicle per monthexcludingfuelcost:
12) Rate of fuel consumption/mileage per litre
13) Contact Number of Service provider (Quotationer/Tenderer):
    Mobile No.: Telephone No.

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

(Seal & Signature of Quotationer/Tenderer)

ANNEXURE-C

Service Provider Agreement

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 ifs 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 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.

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.

4.15 Driver should be properly dressed in neat and clean 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.

4.16 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;

4.17 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 &diffential 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.

4.25 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 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 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 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 especially 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 of 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 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.

4.33 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.

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: _____