



# Central University of Orissa

(Established Under the Act of Parliament, 2009)

Landiguda, Dist.Koraput, ORISSA Pin.: 764 020.

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**Terms and Conditions for the work of Hiring of Vehicles at Central University of Orissa, Landiguda Campus Koraput and Camp Office, Bhubaneswar.**

## 1. SCOPE OF WORK:

- a. The scope of the contract includes Hiring of Vehicles for a period of one year / on requirement basis from time to time for Central University of Orissa. The vehicles to be provided for hiring shall not be older than three years i.e. the date of original registration of vehicle not before January 2012.
- b. The Vehicles shall have the provision for Air Condition also. As and when required / as per the instruction of the University Authorities the Driver shall start A.C.
- c. The vehicle is required to be parked at Office premises or at a place as directed by the University Authorities.
- d. Contractor should press into service only good quality **diesel driven vehicles** with posh interior, noiseless drive and in perfect running condition, as per requirement.
- e. The vehicle shall always be provided with decent upholstery, clean white seat covers, comfortable seat cushions, hand rests, ashtrays, window curtains and other basic fittings / accessories / equipments for maximum comfort of passengers. All items shall invariably be in good working condition.
- f. The noise level outside and inside the vehicle shall always be maintained at a desirable low level befitting a well maintained vehicle. The doors of the vehicle shall be maintained in best conditions without allowing any room for noise etc. Vibration in the vehicle shall always be within desirable/ tolerance limits. All repairs (Major / Minor) are under the scope of Contractor.
- g. The contractor shall submit copies of all the relevant documents like commercial registration, certificate of fitness, registration certificate, road permit, goods tax payment receipt, insurance etc.. while submitting the tender. The contractor shall also submit copy of work order of similar nature to determine the experience of the firm / contractor that the vehicle has been deputed and work has been completed satisfactorily.

- h. **Penalty for not providing Vehicle:** The Vehicles shall be made available on all days inclusive of Sundays and holidays, if required and also the vehicle will be made available at any time on call. If Contractor fails to provide vehicle due to any reason on any day, the recovery will be 1.5 times per day of the quoted rates, calculated on per day basis. Further, if Contractor fails to provide the vehicle for total period of more than seven (7) days, University has the right to terminate the contract.
- i. The vehicles hired on monthly basis will be spared for two days (not consecutive) in a month for attending regular servicing & maintenance, for which no deduction will be made towards the absence of the vehicle for duty. However, the vehicle for maintenance will be spared on convenient days as fixed by the University.
- j. It will be the responsibility of the Contractor to ensure that the vehicle is registered as per the latest Motor Vehicle Act. The Driver's License, RC Book and other documents should always be available with the driver and shall be produced to the University Authorities on demand.
- k. The vehicle shall also generally carry accessories like tool kit, consumable spares, rain coat, umbrella, torch light, first aid box, etc. which are to be arranged by the Contractor. The vehicle shall be fitted with a name board of the Institute in the front as

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- l. The vehicle shall have to report for duty as per the prior instructions of University at the given place and time. In case of delay in reporting of the vehicle, at the assigned place is more than ½ an hour, it will treated as the vehicle is unavailable for the whole day and proportionate per day charges shall be deducted from the monthly payment in case of monthly hired vehicles.
- m. The vehicle will be kept absolutely in good running condition and Contractor should maintain the vehicle regularly. In the event of non availability of the designated vehicle, on any account, the contractor have to provide suitable alternate vehicle within one hour of usual reporting time.
- n. In case of requisition / seizure of the vehicle by RTO or any other authority, it will be the responsibility of the Contractor to get the vehicle released. In such case and during such period of requisition / seizure, Contractor has to arrange alternate vehicle within one hour.
- o. In the event of specific requirement, the vehicle will be required to be sent for outstation duty / out of State duty also, as per the directions of the University.



- p. Contractor should make arrangements on his own for the stay / accommodation of the driver, so that the latter remains available at all reasonable hours of the day. The driver should abide by the rules laid down by Transport Authority or any Authority relevant to the subject and should always strictly follow the traffic rules and regulations so as to ensure safety of the passengers. If any penalty is awarded on the Driver for violation of traffic rules it shall be borne by the Contractor.
- q. The driver shall always be in uniform and shall be courteous, sober and never be under the influence of liquor / intoxicants while on duty and shall avoid over speeding or hazardous driving, ensuring safety and comfort of the passengers. The Driver shall be conversant in both Oriya and Hindi Languages.
- r. The driver should possess all documents likes driving license, registration certificate, pollution control certificate etc. and copies shall be provided to the Institute. The driver should also have some knowledge of vehicle mechanism so that he could attend minor repairs and should be well conversant with roads and routes in Bhubaneswar / Cuttack / Visakhapatnam / Vizianagaram and adjacent areas.
- s. In case the Contractor is deputing a substitute Driver, during the leave / absence period of the regular Driver, the particulars related to the substitute Driver along with copy of valid driving license shall also be submitted to the Institute.
- t. The driver shall obtain the signature of user of vehicle in the Log Book immediately after performing the duty. The initial meter reading shall be taken either at the Institute gate or at the place of start of duty and shall get terminated at the Institute gate or any other place where the duty ends.
- u. Log book has to be maintained making all the entries of the movements of the vehicle on duty. The log book shall be handed over to the University at the end of the contract.

## 2. AWARD VALUE:

- a. The total contract value of the work will be based on quoted rates and the break-up of total contract price as quoted in the Bill of Quantities enclosed.
- b. The contract price shall be FIRM and no escalation in price on account of any reason whatsoever will be allowed during the currency of the contract. The contract price shall be inclusive of all types of taxes, duties, levies, check gate, parking and service charges. No variation in above taxes, duties etc.. will be entertained during the currency of the contract. **Central University of Orissa is exempted from payment of Service Tax.** However in future if the Govt. of India makes it applicable to Universities, the same will be reimbursed as per prevailing rates and orders of Govt.



### 3. DURATION OF CONTRACT

The contract will be initially for a period of one year, i.e., 12 months commencing from the date of award / deputing the vehicle. Thereafter the University reserves the right to extend the contract for a further period as per the same rates, terms & conditions of contract. However, if the performance of the contractor is not found to be satisfactory, the University reserves the right to terminate the contract without assigning any reason thereof. In the event of such termination, the contractor shall have no right to claim for the balance period.

### 4. PAYMENT TERMS:

- a. The monthly bills payable shall be released after deduction of statutory levies within 15 days from the date of submission of bill in proper form.
- b. Contractor should submit a bill for the previous month. The Payment shall be released on monthly basis and after certification by the concerned University Authorities.
- c. Income tax will be deducted at source from the monthly bills payable, as per the IT Act and certificate will be issued as per statutory regulations.
- d. Driver of the Vehicle should fill up the opening meter reading when the user boards the vehicle and also the final meter reading shall be got verified and signed from user of the vehicle by driver.
- e. All the road taxes, comprehensive insurance, etc. of the vehicle for the full seating capacity, will be paid by the contractor at his own cost.
- f. For any damage caused to the third party or to the property of the University due to negligence of the driver, the same will be made good by the Contractor at his own cost.
- g. Further in the event of hike in fuel cost the excess payment will be charged on actual kilometers run subject to the adjustment of any short fall to 2000kms. as below:

$$\begin{array}{l} \text{Rate of increase or decrease} \\ \text{of fuel charges:} \end{array} = \frac{\text{Amount increased or decreased per liter}}{\text{Average Kms.}}$$

### 5. SECURITY DEPOSIT

The EMD of the successful bidder will be converted as Security Deposit and will be released without any interest on successful completion of contract period i.e. one year. In case, the Contractor fails to complete the contract as per the agreed terms and conditions, the contract stands terminated in between and the amount of Security Deposit will be forfeited.

## **6. RISK PERFORMANCE**

In the event of failure of the Contractor to execute the contract as per the terms & conditions of award, University reserves the right to engage vehicles from outside agencies, at his risk & cost. Further, notwithstanding anything stated herein above, University reserves the right to terminate the contract by giving one month's written notice to Contractor without assigning any reason whatsoever.

## **7. GENERAL CONDITIONS:**

Income-tax and other taxes as applicable at the time of payment shall be deducted at source unless contractor / agency is exempted by concerned authorities. Contractor shall not sublet any portion of the contract without the prior approval of the University.

If any property / fitting or fixture of the University is damaged by Contractor / his driver during the working hours, the cost as fixed by the University Authorities shall be recovered from Contractor's monthly bills.

## **8. SETTLEMENT OF DISPUTES & ARBITRATION :**

All the questions and disputes relating to the meaning and instructions under this contract herein before mentioned shall be referred to sole arbitrator of the University. The award of the sole Arbitrator shall be final, conclusive and binding on both the parties. Notwithstanding anything, any dispute between the parties, Contractor shall not be entitled to withhold, delay or defer his obligations under the contract and same shall be carried out strictly in accordance with the terms and conditions of contract.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications there of re-enactment OR any scheme, rules made there under and for the time being in force.

The venue of arbitration shall be Bhubaneswar. The courts of Cuttack shall have exclusive jurisdiction in all matters arising out of the contract.





**CENTRAL UNIVERISTY OF ORISSA, KORAPUT.**

**TENDER FORM**

**NAME OF THE WORK: HIRING OF VEHICLES**

Constitution of the Firm/Company (Govt./ Public / Private / Partnership / Proprietorship Firm) and year of constitution.	
Annual turnover for the previous three years	2011-2012 ₹. 2012-2013 ₹. 2013-2014 ₹.
Names of the Government Departments / Undertakings and other reputed organizations with whom the same nature of contract was executed.	1. 2. 3.
Service Tax Registration No.	
PAN No.:	
Registration No. of Vehicles to be deputed TATA Indigo CS, Bolero xle/ TATA Indica/Innova and other vehicles	1. 2. 3. 4.
No. of vehicles owned / possessed by the agency and their registration no.  1.  2.  3.  4.  5.	

## BILL OF QUANTITIES

### 1. NAME OF THE WORK : HIRING OF VEHICLES: TATA Indigo CS/ Maruti Dsire & other equivalent Vehicles

Sl. No.	Description	Unit	Qty.	Rate ₹	Amount ₹
01	Monthly Fixed Hiring Charges for deputing <b>AC Vehicle</b> with Driver and Fuel up to 2000Kms. per month	LS	01		
	Rate per Km, over and above 2000Kms.				

### 2. NAME OF THE WORK : HIRING OF VEHICLES: TATA Indigo CS/ Maruti Dsire & equivalent Vehicles

Sl. No.	Description	Unit	Qty.	Rate ₹	Amount ₹
01	Monthly Fixed Hiring Charges for deputing <b>Non AC Vehicle</b> with Driver and Fuel up to 2000Kms. per month.	LS	01		
	Rate per Km, over and above 2000Kms.				

### 3. NAME OF THE WORK : HIRING OF VEHICLES : Tavera, Bolero, Innova, TATA Indigo CS, TATA Sumo, Maruti Dsire and other equivalent vehicles on requirement basis.

Sl. No.	Description	Unit	Qty.	Rate ₹	Amount ₹
01	Hiring Charges for deputing vehicle with Driver and Fuel for 8Hrs upto 80Kms.				
	AC Vehicle	No.	01		
	Non AC Vehicle	No.	01		
02	Rate per Hour over and above 8Hrs.				
	AC Vehicle	Hr.	01		
	Non AC Vehicle	Hr.	01		
03	Rate per Km. over and above 80Kms.	Km.	01		
04	Night Halt Charges, if the vehicle remains away from H.Q i.e. Koraput	Per Night	01		

### 4. NAME OF THE WORK : HIRING OF VEHICLES : Tavera, Bolero, Innova, TATA Indigo CS, TATA Sumo, Maruti Dsire and other equivalent vehicles on requirement basis.

Sl. No.	Description	Unit	Qty.	Rate ₹	Amount ₹
01	Hiring Charges for deputing vehicle with Driver and Fuel for 1Hrs upto 10Kms.				
	AC Vehicle	No.	01		
	Non AC Vehicle	No.	01		

Details of EMD :

Signature of the Tenderer, Date :

Name & Address of the Tenderer :