

**Government of Odisha**  
**Parliamentary Affairs Department**  
\*\*\*\*\*

No. 6221 /PAD, Dated. 04.10.2021

File no. : 29321800102020 (ME-4-08/2020)

**TENDER FOR HIRING OF VEHICLES**

1. Sealed tenders are invited from **Registered Local (within Bhubaneswar jurisdiction) Travel Agencies** for hiring of (02) two nos of BS-VI compliant Petrol **commercial light vehicles** (AC vehicles) of Zest/Tigor/Swift Dzire/ Xcent / Etios (Petrol) category including driver on Monthly hire basis, which shall confirm to the terms and conditions (**Annexure-1**) preferably for engagement in Parliamentary Affairs Department, Bhubaneswar for official purpose .
2. The interested bidders may download the tender document from the website **www.paodisha.gov.in** and submit the same to Parliamentary Affairs Department, Bhubaneswar by registered post.
3. The tender must be accompanied by **tender document cost of Rs.100/-** (inclusive of GST & in shape of Bank Draft) – Non refundable and **“Bid Security Declaration”** for each **vehicle** only in **technical bid** instead of Earnest Money Deposit / Pay Order as per the provision laid down in F.D O.M No-8943/F,Dt.18.03.2021. Tenders not accompanied by tender document cost & Bid Security Declaration will not be considered. .
4. The successful bidders(s) shall have to submit a **performance security of Rs.9,360/-** (Rupees Nine Thousand Three Hundred Sixty ) for each vehicle only in shape of Demand Draft / pay order, drawn on any Nationalized / Scheduled Bank in favour of **Deputy Secretary to Government, Parliamentary Affairs Department, Odisha** Payable at **Bhubaneswar** at the time of signing of the contract. The performance security shall be refunded after completion of the terms of contract, subject to satisfactory completion of the job during the contract period. If the successful bidder violates any of the terms & conditions of the contract, the performance security shall be liable for forfeiture.
5. The tender will have to be submitted in two parts i.e. **Technical Bid (Cover-A)** and **Financial Bid (Cover-B)** by **Registered Post or Speed Post** only. The formats & documents to be submitted in technical & financial bid are mentioned in the tender document. The bidders should submit their **technical** and **financial** bid **separately** in **two envelops** and these two envelops should be put into **another cover envelop** super-scribed as **“Tender for Hiring of Vehicles on Monthly Basis in reference to Advertisement No..../21 dtd.....2021”**.

The Technical & Financial Bid envelopes should be clearly marked as **Technical Bid & Financial Bid** on the top of the relevant envelopes. The tenders (Cover & inner envelopes) should be addressed to :

The Deputy Secretary to Government  
Parliamentary Affairs Department  
Lokseva Bhawan-751011, Odisha.

6. The tender paper should reach the office of the Parliamentary Affairs Department, Bhubaneswar on or before **21.10.2021 at 12 PM.** and the same will be opened at **12.30 P.M. on the same day.** In case this date happens to be a holiday for any reason, the tender will be received and opened on the immediate next working day at the same designated time & place. As outsiders are not allowed to enter into the Lokseva Bhawan premises by Home Department owing to present Covid -19 situation, the opening of the tender will be video recorded and the same may be collected from the office by the tenderers.
7. The financial bids of those bidders shall be opened whose technical bids are found to be qualified.
8. Any doubt regarding the hiring process may be clarified by contacting the P.A Department Office Telephone No- **0674-2322614** during the office hour .
9. The Authority reserves the right to dismiss or reject any application received incomplete without citing the reason thereof.

Sd/-

(Trinath Polai)

Deputy Secretary to Government  
Parliamentary Affairs Department

Memo No. 6222 /PAD, Dated. 04.10.2021

Copy forwarded to the Head State Portal Group, IT Centre, Secretariat with a request to display the Notice in the State Government website for wide publicity/ All Departments/ A.D.M., Bhubaneswar/ Commissioner, B.M.C. with a request to display the Notice in their Notice Board for widely publicity.

Deputy Secretary to Government

Memo No. 6223 /PAD, Dated. 04.10.2021

Copy forwarded to the Information and Public Relations Department with a request to take necessary steps for early publication of this Tender Call Notice in a single issue of a **widely circulated Odia daily on or before 11.10.2021.** A copy of the publication along with Bills in triplicate may please be sent to this Department for needful.

Deputy Secretary to Government

Memo No. 6224 /PAD, Dated. 04.10.2021

Copy forwarded to the Cash Section for information .

Deputy Secretary to Government

TERMS & CONDITIONS

**I. Eligibility Criteria**

1. The agency should have provided vehicles to **at least 01(One)** Govt. / Semi-Govt. Organizations / PSUs / Banks etc. in Odisha during the last three years i.e., Self-attested copies of Work Orders received from Government / Semi-Government/ PSUs / Banks etc. during last three Years are to be furnished.
2. The agency should have valid GST registration & PAN. (Self-Attested copies of GST Registration Certificate & PAN Card are to be submitted in the technical bid) and up to date Income Tax, GST clearance certificate.
3. The bidders shall also furnish the following documents in support of their eligibility:-
  - Self-attested copy of registration certificate of firm.
  - Undertaking to provide good conditioned commercial vehicles (not more than **3 years old BS VI vehicle**).
  - Submission of Bid Security Declaration.
  - Undertaking that the firm has not been debarred/ black listed by any Govt. Organization Semi-Govt. Organization / PSU
  - Undertaking that the vehicles to be provided will not belong to any employee of hiring Department /office .
  - Rates must be quoted only as per format.

**II. Evaluation Criteria**

**1. Evaluation and Selection:**

- a) Evaluation shall be done for Monthly Basis.
  - b) The bids shall be evaluated in two stages i.e. technical evaluation and financial evaluation.
  - c) The Financial Bids shall be opened for those bidders who will qualify in their technical bid evaluation.
2. The monthly rate to be paid to the agency for providing the vehicle is inclusive of cost of tyres & tubes, consumables, all major and minor maintenance work with spares and all payments towards driver's salary, his fooding cost, overtime and mobile Phone (for incoming calls). However, the cost of fuel (Petrol), Lubricants (Mobil) are not included in the monthly rate, which will be reimbursed as per actual at the rate of fuel consumption finalized depending upon the type of vehicle used.

The minimum mileage (KM per liter of petrol and lubricant to be reimbursed) to be quoted should not be less than as detailed below (as per latest Finance Department Circular: 30464 /F, dated 06.09.2019):

Sl. No.	*Type of Vehicle (BS – IV / VI Compliant)	**Max. hire charge (Rs.) per Month (excluding taxes and fuel cost)	Minimum K.M. per one liter of fuel	Minimum K.M. per one liter of lubricant
1	Zest/ Tigor/Swift Dzire /Etios/ Hyundai Xcent – AC Petrol	26,000/-	17	1,000

\* The vehicle to be provided shall not be **older than three (3) years** and must be **BS VI** compliant commercial vehicle.

\*\*The monthly hire charges should not exceed the maximum limit as fixed by finance Deptt.office memorandum no. 30464 /F. dated 6.9.2019.

### III. Award of Contract:

The lowest evaluated bid (for the type of vehicle) shall be decided based on the lowest evaluated price bid for each type of vehicle in both the category (Daily & Monthly basis) and the L1 bidder shall be decided accordingly.

If the successful Bidder fails to execute the order, the Performance Security of the bidder will be forfeited and the bidder will be black listed and will be debarred for life time to participate in future tender process of Parliamentary Affairs Department, Odisha for providing hired vehicle.

### IV. Terms and Conditions for hiring of Vehicle

#### 1. The Agency's Obligations:

- The selected agency shall agree to terms and conditions of the contract and shall ensure full compliance to them.
- Agency agrees to provide quality services as per SLAs mentioned in the contract.
- 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 the agency.
- Agency to ensure that all maintenance work related to assigned vehicle shall be carried out in off duty hours.
- 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.

- f) The Agency shall not be allowed to sub-let the contract.
- g) The Agency shall only provide vehicles which shall have the comprehensive insurance coverage.
- h) Police verifications for deployed driver shall be ensured by the Agency.
- i) 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 Parliamentary Affairs Department.
- j) The toll gate charge, parking charge, if any during the travel shall initially be borne by the agency and are to be paid by the driver at the point of charging. The charges incurred during each month will be reimbursed as per the actual amount paid on producing the original receipts along with the monthly bill.

**2. Vehicles to be deployed:**

- a) The vehicle should have commercial license. The vehicle to be provided should not be more than three years old from the date of the Service request. During replacement of the vehicle or driver, as the case may be, the pass/id card issued, if any, shall be surrendered.
- b) 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.
- c) The agency is required to provide the vehicle with good quality clean seat covers and Turkish towels.
- d) 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 the agency to avoid any inconvenience to user department.
- e) The Agency shall ensure that the vehicle should be parked at the place as advised by the concerned office i.e. the office of Leader of Opposition & Government Deputy Chief Whip 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 office of Leader of Opposition & Government Deputy Chief Whip/ the officer concerned where the vehicle has been deployed. Moving away without the knowledge of the Controlling Officer of the office of Leader of Opposition & Government Deputy Chief Whip/officer concerned will be considered as non-available and will be liable for penalty.
- f) The driver of the vehicle shall maintain the daily logbook regarding the mileage and time from the point of departure to arrival. For this purpose, the following norms have to be followed :
  - 1) In case the vehicle is being kept in the office campus of office of Leader of Opposition & Government Deputy Chief Whip, then the kilometer reading & time shall start from the office campus of office of Leader of Opposition & Government Deputy Chief Whip and end at the same there also.
  - 2) In case the vehicle is being kept under the custody of the travel agency, then the kilometer reading & time shall start from the residence of the officer concerned

and end there also. The cost of kilometer from the O/o the agency to the residence of officer concerned (to & fro) shall be borne by the agency.

- g) The hired vehicles, during the period of contract, shall have all necessary valid MV documents such as valid Registration Certificates, up to date Insurance Certificates, Fitness Certificates, valid Contract Carriage Permits, proofs of up to date tax payments, P.U.C, D.L.s of the Drivers etc. available all the times. Parliamentary Affairs Department shall not be responsible for any damage/loss caused to the hired vehicles or loss of life / injury made to any person or damage to any property on account of use of hired vehicles in any manner whatsoever. The service provider shall be responsible for all such litigations.
- h) The agency shall obtain vehicle fitness certificates from competent authority, vehicle registration, comprehensive insurance, payment of road tax, etc. The Drivers shall always carry all necessary documents like Registration papers, Insurance papers, Pollution Control (PUC) clearances, RTO tax payment papers, Fast Tags, valid driving licenses and all other documents that should accompany the vehicles as per rules & regulations of applicable laws.

### **3. Drivers to be engaged:**

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

- a) Drivers possessing a valid commercial driving license shall be deployed by the agency.
- b) 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 VEHICLE RULES (amended up to date) and photo identity cards to the drivers.
- c) The driver of the vehicle deployed for duties must maintain polite & courteous behavior towards users as well as other staffs of the office of Leader of Opposition and Government Deputy Chief Whip. 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 hours as noticed by user department;
  - ii. Use of abusive language;
- d) No mileage will be allowed if the vehicle is used by the driver for his breakfast, lunch, dinner or any other personal work. No payment shall be made to the driver for his fooding expenses, etc.
- e) Salary of the driver shall be borne by the agency.
- f) 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.
- g) Driver must be having a mobile phone and contact number be provided to the office of Leader of Opposition and Government Deputy Chief Whip. The agency shall bear any cost related to the mobile call charges by the drivers.
- h) 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 office of Leader of Opposition and Government Deputy Chief Whip of the above change.

- i) The driver shall be reachable at all times during duty hours.
- j) 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.
- k) 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.
- l) 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.

#### **4. Statutory Rules Compliance & Taxes:**

- i) 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, 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 the state will be borne by the Agency.
- j) 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.
- k) 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.
- l) 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.
- m) The Agency shall be responsible for ensuring compliance with the provision 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.
- n) The Agency shall be personally responsible for any theft, misconduct and/or disobedience on the part of drivers so provided by him.
- o) 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 Agency's risk. Also, alternate<sub>g</sub> vehicle of similar or higher category will be

- provided by Agency without any extra charges.
- p) The police/ court case (Legal disputes) in respect to the vehicle during of the period of engagement will be at the risk & cost of the agency.
  - q) Parliamentary Affairs Department will not be responsible for any dispute except for paying the hire charges.
  - r) The vehicles deployed for duty shall at no point of time carry any person other than personnel authorized by user department.
  - s) 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.
  - t) In case, the condition of vehicle is found unsatisfactory, it shall be returned for immediate replacement. In case no replacement is provided in time, the authority shall have the right to hire a vehicle from the market and additional cost incurred by the authority shall be deducted from the monthly payment due to the agency. Repeated failure to provide vehicles as and when required by the society will make the agency liable for **Blacklisting**.

#### **5. Terminations:**

- a) The principal shall have the right to terminate the Agreement, upon it giving 01(One month ) notice in writing.
- b) The Agency shall have the option to terminate the Agreement upon giving 1 (one) month notice in writing and upon refund of any rental fees paid in advance, over and above the notice period.
- c) 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.

#### **6. Force majeure**

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

#### **7. Entire agreement**

The 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.

#### **8. 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.

**9. Assignment & change in ownership/management:**

- a) The Agency shall not assign or transfer its obligations and or rights under the 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.
- b) The Agency shall immediately notify Parliamentary Affairs Department of any change of ownership or management of the Agency's business.

**10. Resolution of Disputes:**

Parliamentary Affairs Department and the selected agency will make every effort to resolve amicably by direct negotiation, any disagreement or dispute arising between them under or in connection with the work assigned. The arbitration proceedings if any shall be held in Bhubaneswar.

**11. Applicability of Laws:**

The Agreement shall be governed by the Indian Laws for the time being in force.

**12. Legal Jurisdiction**

All legal disputes are subject to the jurisdiction of Bhubaneswar courts / High Court of Odisha only.

Annexure – II

GENERAL INFORMATION FOR HIRING VEHICLES

- 1) Registration No. of Vehicle: -
- 2) Type of Vehicle (AC/Non-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) Name / Address of the Driver: -
- 11) D.L. No. & Validity of the D.L. of the Driver-
- 12) Proposed hire Charge of the vehicle per month excluding fuel cost:
- 13) Rate of fuel consumption/ Mileage per litre:-
- 14) Contact Number of the Service provider (Tenderer/ Quotationer)  
Mobile .....Telephone.....

"I agree to abide by the terms and conditions for engagement of the vehicles and will also abide by any further terms and conditions that may be decided by the Department on the purpose. Certified that the information submitted above is true to the best of my knowledge and belief."

**Seal & Signature of the  
Quotationer/Tenderer**

## TENDER FORM

### Part I - Technical Bid – Cover A

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

1	Name of the Organization	
2	Address of the organization with telephone no. & fax	
3	Email id of the Organization	
4	Name of authorized signatory	
5	Specimen signature of the authorized signatory	
6	Telephone number of authorized signatory	
7	Instrument No. and date of the tender document cost of <b>Rs.100/-</b> (Non-Refundable) submitted by the organization	(In shape of Demand Draft)
8	Submission of Bid Security Declaration	As per F.D Notification No.8943/F.Dt.18.03.2021
9	Registration Certificate of the Firm (Partnership Firm / Company)	(Attach self-attested copy of the Registration Certificate of the firm)
10	GST Registration	(Attach self-attested copy of GST Registration Certificate)
11	PAN	(Attach self-attested copy of PAN Card)
12	Proof of providing of vehicles to <b>at least 1 (One)</b> Govt./ Semi-Govt. Organizations / PSUs / Banks etc. during the last three financial years i.e. 2018-19 to 2020-21.	(Attach self-attested copies of Work Orders received from Government / Semi-Government / PSUs/ Banks etc. (At least three different organizations) during last three Financial Years i.e. 2018-19 to 2020-21)
13	Undertaking to provide good conditioned vehicles (not more than 3 years old BS VI compliance vehicle) along with all necessary documents required under traffic rule.	Attach the undertaking with signature & seal of the Organization
14	Undertaking that the vehicle to be provided will not belong to any employee of hiring Department or office.	Attach the undertaking with signature & seal of the organization
15	Undertaking that the firm has not been debarred/blacklisted by any Govt. Organization / Semi Government Organization / PSUs	Attach the undertaking on a <u>non judicial stamp paper of Rs.20/-</u> (Original Copy) with signature & seal of the organization

#### **DECLARATION:**

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

Place:

Date:

[12] (Signature & Seal of the Authorized Signatory)

**TENDER FORM**  
**Part II - Financial Bid - Cover B**

\* Halting charges in case of Long tour are not allowed from 11 PM to 6 AM if the vehicle halted for night.

**A. Monthly Basis Rate (exclusive of GST)**

Sl. No.	Type of Vehicle	**K.M. per one Litre of diesel / petrol	**K.M. per one Litre of lubricant	Monthly Rent excluding fuel & lubricant per vehicle (Rs.)
a	b	c	d	e
2.	Zest/Tigor/Swift Dzire/ Xcent / Etios (Petrol)			

Min. KM per one Litre of Petrol & KM per one liter of lubricant mentioned in the Evaluation procedure [Clause 2 mentioned under Evaluation Criteria mentioned in tender document]

**B. GST: Please mention the % of GST as applicable: .**

**Note: GST will be paid extra as applicable and will not be taken into account for evaluation.**

Place:

Date:

(Signature & Seal of the Authorized Signatory)