

OFFICE OF THE DISTRICT MEDICAL OFFICER (MEDICAL SERVICES)-cum-SUPERINTENDENT, DHH: BALANGIR , E-mail: admomedicalhospital@gmail.com

Tender Ref. No 603 /DHH/Estt./2024.

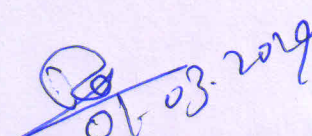
Balangir.

Dt. 01-03-2024

TENDER FOR HIRING OF VEHICLES

1. INSTRUCTION TO BIDDERS

1. Sealed tenders are invited from Registered Travel Agencies for hiring of commercial light vehicles (AC vehicles) 02nos. for engagement by DMO(MS)-cum-Superintendent, DHH, Balangir for a contract period of 01 year which may be extended on mutual agreement for another year or till finalisation of nest tender.
2. The interested bidders may download the tender document from the district website <https://balangir.nic.in/> and submit the same to DMO(MS)-cum-Superintendent, DHH, Balangir, O/O. CDM&PHO, Balangir.
3. The tender must be accompanied by tender document cost of Rs.2,000/- (Non refundable) and EMD of Rs.10,000/- (Rupees Ten Thousand) only in technical bid by way of Demand Draft / Pay Order, drawn on any Nationalized / Scheduled Bank in favour of DMO(MS)-cum-Superintendent, DHH, Balangir, O/O. CDM&PHO, Balangir. Tenders not accompanied by tender document cost & EMD will not be considered. EMD of the unsuccessful bidders will be returned without interest on finalization of bid. EMD of the successful bidder (s) will be returned after submission of Performance Security.
4. The successful bidders(s) shall have to submit a performance security of Rs.10,000.00 (Rupees Ten Thousand) only in shape of Demand Draft / pay order, drawn on any Nationalized / Scheduled in favour of DMO(MS)-cum-Superintendent, DHH, Balangir, O/O. CDM&PHO, Balangir. Payable at Balangir 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). 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 envelopes and these two envelopes should be put into another cover envelop super-scribed as "Tender for Hiring of Vehicles on Monthly basis". The Technical & Financial Bid envelops should be clearly marked as Technical Bid & Financial Bid on the top of the relevant envelopes. The tenders (Cover & inner envelops) should be addressed to : DMO(MS)-cum-Superintendent, DHH, Balangir, O/O. CDM&PHO, Balangir.
6. The tender should reach the office of the DMO(MS)-cum-Superintendent, DHH, Balangir, O/O. CDM&PHO, Balangir. by 21.03.2024 at 3.00 PM. and the tenders will be opened at 22.03.2024 11.30 A.M. in the office of DMO (MS))-cum-Superintendent, DHH, Balangir. In case this date happens to be a holiday for DMO(MS)-cum-Superintendent, DHH, Balangir, Balangir. For any reason, the [3] tender will be received and opened on the immediate next working day at the same designated time & place.


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7. The financial bids of those bidders shall be opened whose technical bids are found to be qualified.

II. Eligibility Criteria

1. The agency should have provided vehicles to at least 02 Govt. / Semi-Govt. Organizations / PSUs / Banks etc. in Odisha (At least three different organizations) during the last three financial years, i.e. 2020-21, 2021-22 & 2022-23. In support of that, 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 Annual Turnover of Rupees 05 Lakhs in the last three financial years i.e. 2020-21, 2021-22 & 2022-23 (Audited Profit & Loss Accounts of the last three financial years) are to be submitted. Provisional Profit & Loss Accounts shall not be considered.)
3. 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)

The bidders shall also furnish the following documents in support of their eligibility

- Self-attested copy of registration certificate of firm.
- Undertaking to provide vehicles in good running condition (not more than 02 years old BS-IV/VI vehicle) during the period of contract.
- Undertaking that the firm has not been debarred / blacklisted by any Govt. Organization Semi-Govt. Organization / PSU.
- Rates must be quoted only as per format.

III. Evaluation Criteria

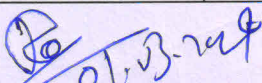
1. Evaluation and selection:

- a) Evaluation shall be done separately for Monthly Basis.
- b) The bids shall be evaluated in two stages i.e. technical bid evaluation and financial bid evaluation.
- c) The financial Bids shall be opened for those bidders who will qualify in their technical bid evaluation. d) GST will not be taken into consideration for evaluation purpose.
- e) The comparative statement shall be prepared by taking Monthly Rent and fuel (diesel/ petrol & lubricant) charge as per actual running of vehicle.

2.the monthly rate to be paid to the agency for providing the vehicle 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 (Diesel / Petrol), Lubricants (Mobil) if any are not included in the monthly rate, which will be reimbursed as per actual at the rate of fuel consumption depending upon the type of vehicle used.

The minimum mileage (KM per liter of diesel and lubricant to be reimbursed) to be quoted should not be less than as detailed below (as per latest Finance Department Circular: 22924 dated 14.8.2023):

	*Type of Vehicle (BS- IV/VI Compliant)	**Max. hire charges (Rs.) per Month (excluding taxes and fuel cost)	Minimum K.M. per one liter of fuel	Minimum K.M. per one liter of lubricant
02 nos. of vehicle	Dzire (AC) / Xcent	26,000/-	17	1000


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	(AC) / Aura (AC) Petrol			
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*The vehicle to be provided shall not be older than three (2) years and must be BS-IV/VI compliant commercial vehicle. All category of vehicle to be provided must have power steering and rear AC vent provisions.

**The monthly hire charges shall not exceed the maximum limit as fixed by Finance Department, Govt. of Odisha office memorandum no.22924 dated 14.08.2023.

IV. 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 Monthly basis and the L1 bidder shall be decided accordingly.

There may be empanelment of two or three agencies for supply of vehicle (to be decided by the tender inviting authority based on requirement of vehicle), if after price negotiation, the L2/L3 agencies agree to the L1 price of the concerned category of vehicle.

If the successful Bidder fails to execute the order, the Performance Security of the Bidder(s) will be forfeited and the Bidder will be debarred for 3 three years.

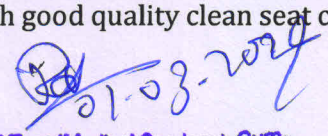
V. Terms and conditions for Hiring of Vehicle

1. The Agency's Obligations:

- a) The selected agency shall agree to terms and conditions of the contract and shall ensure full compliance to them.
- b) Agency agrees to provide quality services as mentioned in the contract.
- c) 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 agency.
- d) Agency to ensure that all maintenance work related to assigned vehicle shall be carried out in off duty hours.
- e) In the event of break-down, the service provider shall repair the assigned vehicle at its own cost and shall also 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 have the comprehensive insurance coverage.
- h) Police verifications for deployed driver shall be ensured by the Agency.
- i) 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 two 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 towel.


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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 DHH, Administration 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 office of DHH, Balangir. Moving away without the knowledge of the office 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, then the kilometer reading & time shall start from the office campus 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 office of the officer concerned and end there also. The cost of kilometer from the O/o travel agency to the residence of officer concerned (to & fro) shall be borne by travel agency.

g) The hired vehicles, during the period of contract, shall have all necessary valid MV documents such as valid Registration Certificates, Insurance Certificates, Fitness Certificates, valid Contract Carriage Permits, proofs of up to date tax payments, D.L. of the Drivers, etc. available all the times. The Administration 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 under Control (PUC) clearances, RTO tax payment papers, valid driving licenses and all other documents that should accompany the vehicles as per rules & regulations of applicable laws.

3. Driver to be engaged:

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

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. 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 user department duties must maintain polite & courteous behaviour towards users as well as to other staffs. 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 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. The agency shall ensure that the drivers engaged by them are paid their salary timely based on minimum wages act. The payment of the salary to the driver shall be made by the agency within 1st week of every month and should not be linked to the monthly payment to 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. 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.
- 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:

a) 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 the state will be borne by the Agency.

b) 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.

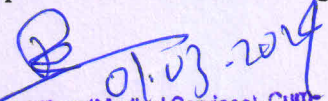
c) The Agency shall be solely responsible for any claims by any third party and/or employees of user department travelling in the vehicle for any injuries caused by the driver of the vehicle whether by accident or otherwise.

d) 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.

e) 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.

f) The Agency shall be personally responsible for any theft, misconduct and/or disobedience on the part of drivers so provided by him. g) 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 vehicle of similar or higher category will be provided by Agency without any extra charges.

h) 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.


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i) The tendering authority will not be responsible for any dispute except for paying the hire charges.

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

k) 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.

l) 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. The obligations of Tendering authority:

a) Payment shall be made on monthly basis after submission of bill along with the daily logbook and duty slip signed by the designated authority.

b) 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 30 days from the date of receipt of bills complete in all respect. The administration shall pay the agency all amounts on an invoice that are not the subject of a bonafide dispute within 30 days of receipt of a valid invoice that complies in all material respects in terms of this Agreement.

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

d) The DHH authority 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.

e) The DHH authority shall be responsible for costs relating to fuel, toll gate charges, parking charges and other statutory levies, if any paid during the journey would be billed on actual and shall be paid.

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

g) Rates to be finalized shall be fixed for a period of one year from the date of agreement. However, the cost of fuel (Diesel / Petrol & Mobil) shall be paid at the prevailing rate on the day of travel.

6. Terminations:

a) The DHH authority shall have the right to terminate this Agreement, upon it giving 1 (one) month notice in writing.

b) The Agency shall have the option to terminate this 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.

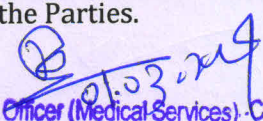
c) Final payment after termination of the contract shall be released on submission of the log book(s) of the vehicle, car pass and pass/id card issued to the driver, if any

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.


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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:

- a) 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.
- b) The Agency shall immediately notify of any change of ownership or management of the Agency's business.

11. Resolution of disputes:


Mission Directorate 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. In case of their failure to resolve, the matter will be referred to the CDM&PHO, Balangir whose decision will be final and binding on both the parties. The arbitration proceeding if any shall be held in Bhubaneswar.

12. Applicability of laws:

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

13. Legal Jurisdiction

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


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TENDER FORM**Part- I Form T1****(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 Rs.2,000/- (Non-Refundable) submitted by the organization	(In shape of Demand Draft) in the name of DMO(MS)-cum-Superintendent, DHH, Balangir
8	Instrument No. and date of the EMD of Rs.10,000/- submitted by the organization	(In shape of Demand Draft) in the name of DMO(MS)-cum-Superintendent, DHH, Balangir
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	Annual Turnover of 05 Lakhs for last 3 Financial Years i.e. 2020-21, 2021-22 & 2022-23.	(Attach self-attested copies of Audited Profit & Loss Accounts of the last three financial years i.e. 2020-21, 2021-22 & 2022-23.
13	Proof of provision of vehicles to at least 2 (Two) Govt./ Semi-Govt. Organizations / PSUs / Banks etc. during the last three financial years i.e. 2020-21, 2021-22 & 2022- 23.	(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. 2020-21 to 2022-23)
14	Undertaking to provide good conditioned vehicles (not more than 3 years old BS IV/VI compliance vehicle) along with all necessary documents required under traffic rule.	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 non judicial stamp paper of Rs.20/- (Original Copy) with signature & seal of the organization

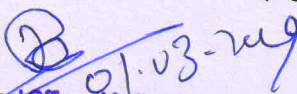
DECLARATION:

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:

(Signature & Seal of the Authorized Signatory)


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TENDER FORM
Part II - Financial Bid - Cover B

Monthly Basis Rate (exclusive of GST)

Sl. No	Type of Vehicle (BS IV /VI)	**K.M. per one Litre of diesel	**K.M. per one Litre of lubricant	Monthly Rent excluding fuel & lubricant per vehicle (Rs.)
A	B	C	D	E
1	Dzire (AC) / Xcent (AC) / Aura (AC) Petrol – 02 Nos.			

** Pl. refer to the criteria of Min. KM per one litre of petrol / diesel & KM per one litre of lubricant mentioned in the Evaluation procedure (Clause 3) mentioned in tender document]

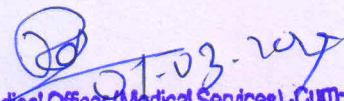
C. GST: Please mention the % of GST as applicable: _____

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).


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