

### 3. Hiring of Vehicle

#### A. Scope of Work

Scope of work to include deployment of vehicle as per given schedule along with trained drivers for conveyance of Guests and Staff of O.J.A in and around Cuttack & Bhubaneswar for its seminar to be held on 29<sup>th</sup> & 30<sup>th</sup> September, 2018. Vehicles are to report on duty from morning of 28/09/18 and remain on duty till evening of 01/10/18

#### B. There will be two bid systems i.e. Technical Bid and Financial Bid.

- (i) **Technical Bid.** Technical bid is to ascertain the Technical Qualification, Experience and Ability of the Bidder to execute the tendered Job.
- (ii) **Financial Bid.** The financial bids of only those bidders who qualify Technical Bid will be opened. Financial Bid is to be submitted as per Annexure II. Bids in any other format or modified format shall not be acceptable.

#### C. Sale of tender document

The Tender Document can be downloaded from the website [www.orissajudicialacademy.nic.in](http://www.orissajudicialacademy.nic.in). The bidders are to deposit the required amount as indicated in the notification page in shape of Demand Draft from any Nationalized Bank in favour of the Director, Odisha Judicial Academy payable at Cuttack, towards Tender Document Cost and submit the same along with Tender document. The cost of Tender Document is non-refundable.

#### D. EMD/Bid Security

Tender must be accompanied by EMD / Bid Security of Rs 3000/-Rupees (Three thousand) only in the shape of Demand Draft from any Nationalized in favour of the Director, Odisha Judicial Academy payable at Cuttack. Bids without EMD/ Bid Security will be summarily rejected. The EMD shall be forfeited in case of withdrawal from bids or in a situation where the successful bidder after getting the letter of award withdraws / expresses his inability/fails to execute the work.

#### E. Eligibility.

- (i) The bidder should have the experience of providing vehicles along with drivers for programmes of similar nature in the last three consecutive years in any of the Departments / Autonomous Institutions / Universities /Public Sector Undertakings of the Government of India or Government of Odisha or /any other State Government or Public Sector Banks or Local Bodies/Municipalities. Proof to this effect to be attached with Technical Bid.
- (ii) The Bidding firm/agency/company should have all valid documents required for providing assigned services including registrations such as Permanent Account Number (PAN) of the Income Tax Deptt; Valid GST Registration Number; Registration No. of the Agency/Firm etc.

- (iii) The Bidder should have valid License to operate travel agency or tour agency under any Acts/Rules;
- (iv) The bidder should submit an undertaking with the Technical Bid to the effect that he or his firm has not been black listed by any of the Departments/Organizations of the Government of India/Government of Odisha and no criminal case is pending against the said firm on the date of submission of this bid (Prescribe Performa as per Annexure III).
- (v) The bidder should have the adequate no of diesel vehicle with trained drivers with valid driving license to drive such vehicles for the said seminar.
- (vi) Resolution of Board meeting authorizing the person to sign tender document (if applicable).
- (vii) The Bidder should submit the Bid Document sealed and Stamped on each page as mark of unconditional acceptance of terms and Conditions of the Tender.

#### **F. Documents to be Submitted.**

- (i) Technical Bid in a Sealed Envelope Marked as “Technical Bid”.
  - (a) Self attested copy of PAN No. card under Income Tax Act;
  - (b) Self attested copy of GST Registration with latest GST deposit Challan.
  - (c) Self attested copy of Valid Registration No. of the Agency/Firm;
  - (d) Self attested copy of valid License operate travel agency or tour agency under any Acts/Rules Bid Security of Rs. 3,000/- (**Rupees Three Thousand only**).
  - (e) The Bidding firm/agency/company should all valid documents required for providing assigned services including valid registration certificate, Insurance Certificate, Fitness Certificate, valid Contract Carriage permit, proof of up to date tax payment etc. and D.L. of the drivers to be engaged along with filled in Annexure IV for each vehicle to be engaged. .
  - (f) An undertaking to the effect that the Agency has not been blacklisted by any of the Departments / Organizations of the Government of India/Government of Odisha and no criminal case is pending against the said firm/agency;
  - (g) Terms and conditions duly accepted/signed by authorized signatory with the stamp of the prospective bidder on all pages of the tender document. ;
  - (h) Proof to the effect that bidder has experience of providing similar works for at least last three consecutive years.
- (ii) Financial Bid as per Annexure II in separate Sealed Envelope Marked as “Financial Bid”  
Both the Technical Bid and Financial Bid must be placed inside a 3<sup>rd</sup> Sealed Envelope marked as “Tender for **Hiring of Vehicle** During National Seminar”

#### **G. Schedule for inviting tender**

Name of the Client: **Odisha Judicial Academy.**

The Tender should be submitted physically in a sealed cover, envelope super scribing thereon “Tender for **Hiring of Vehicle** for National Seminar ” along with the requisite documents in the office of the Dy. Director, Odisha Judicial Academy, Sector-1, C.D.A, Abhinav Bidanishi, Cuttack-753014., on or before **15/09/18** up to **11:00 AM**

Technical Bid Opening date and time will be on 15/09/18 at 12:00 Noon followed by opening of Financial Bid.

#### **H. Procedure of submission of bids**

- (i) **Bank Guarantee of Rs.3,000/- (Three Thousand only), on account of Earnest Money Deposit (EMD) in favour of the Director, Odisha Judicial Academy, EMD should be deposited physically in the Office of the Addl., Director, Odisha Judicial Academy, along with the Tender Documents.**
- (ii) Financial Bids will be opened only of those firms which qualify technical bid.
- (iii) The Bids will be rejected in the event of information being found false or detected incorrect or incomplete at any stage prescribed in the tender or any ineligibility being detected, and no correspondence thereof shall be entertained, whatsoever.
- (iv) The Bid Security will be forfeited in the following conditions:-
  - (a) If at any stage, any of the information/declaration given by the bidder is found false.
  - (b) If a bidder withdraws his bid during the period of bid validity specified in the terms and conditions of tender.
  - (c) In case of any lapse/default in honoring of the terms and conditions at any stage after submitting the tender.
  - (d) In case of final selection of bidder, if he fails to enter into the contract or fails to furnish Performance Security in accordance with the terms and conditions of the tender.

#### **I. Terms & conditions:-**

- (i) The Bidder should take care that no column in the Technical as well as Financial Bid should be left blank which would be otherwise made the tender liable for rejection. In case any column has to be left blank, it should be filled as "NOT APPLICABLE".
- (ii) Any act on the part of the Bidder to influence anybody in the Odisha Judicial Academy is liable for rejection of the tender.
- (iii) The successful Bidder shall have to deposit a performance security by way of a Bank Guarantee amounting to the 10% of total bid value in the name of Director, Odisha Judicial Academy, within 7 Days of award of tender. The amount so deposited will carry no interest and refundable after successful completion of the tendered Job.
- (iv) The successful Bidder shall not engage any sub-Contractor or transfer the contract to any other person/firm/agency in any manner. The Bidder shall not be permitted to transfer their rights and obligations under the contract to any other person/organization or otherwise.
- (v) Tenders not conforming to the requirements of the **Odisha Judicial Academy** will be rejected and no correspondence thereof shall be entertained, whatsoever.
- (vi) Any person who is in Govt. service or an employee of this **Academy** should not be made partner to the contract by the Bidder directly or indirectly in any manner whatsoever.
- (vii) The Bidder shall indemnify the **Odisha Judicial Academy** against all other damages/charges and expenses for which the **Odisha Judicial Academy** may be

- held liable or pay on account of the negligence of the Bidder or his staff or any person under his control whether in respect of accident, injury to the person or damage to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. **Odisha Judicial Academy** shall not be held responsible financially or otherwise for any injury to the person deployed by the Bidder during the course of performing duties.
- (viii) If the successful bidder fails to engage required number of vehicles with drivers the defaulting firm shall be blacklisted & the Performance Security deposited by the defaulting firm shall be forfeited.
  - (ix) The hired vehicles, during period of contract, shall have all necessary valid MV documents such as:- valid registration certificate, Insurance Certificate, Fitness Certificate, valid Contract Carriage permit, proof of up to date tax payment etc. and D.L. of the driver available all the times. **Odisha Judicial Academy**, hiring the vehicle shall not be responsible for any damage/ loss caused to hired vehicles or life / injury made to any person or damage to any property on account of use of hired vehicle any manner whatsoever. The hirer shall not be responsible for any such litigation.
  - (x) The hire charges to be paid for daily basis is final but does not include cost of diesel, which is to be paid separately basing on actual consumption and as per existing Government norms prescribed for different type of vehicles. All the expenditure of the vehicle towards repair, replacement of spare parts, Lubricating oil of Engine, Gear Box & differential Coolant, Tyres & Tubes, battery etc. will be borne by the bidder.
  - (xi) The vehicle with seating capacity of 5 including driver must achieve a fuel Efficiency of 15 Kms per litre for Indigo Diesel & 17 Kms per litre for swift Dzire Diesel .
  - (xii) The vehicle with seating capacity of 7 including driver must achieve a minimum fuel Efficiency of 9 Kms per litre for Innova and 10 Kms per litre for other vehicle.
  - (xiii) It shall be the responsibility of the bidder to provide a good driver and the salary of the driver shall be borne by the owner.
  - (xiv) In case of breakdown for reasons whatsoever, replacement of a vehicle of the same or better model shall be provided by the owner of the vehicle/bidder immediately.
  - (xv) The vehicles shall report for duty as per the time and date to be intimated by O.J.A.
  - (xvi) In case the vehicle does not report in time, the authority will be at liberty to reject the agreement and may engage vehicle from other source.
  - (xvii) In case of emergency, the driver will have to report for duty as per the requirement of hirer for which no extra money shall be demanded.
  - (xviii) Daily hire charges and reimbursements towards cost of diesel (as per actual) (as Govt. norms) of selected bidder will be paid after submission of bills by the service provider .
  - (xix) The drivers are to be in proper uniform with photo Identity Cards.
  - (xx) The vehicle shall not be more than 3 years old from the initial registration and also in good running condition during the period of contract
  - (xxi) If the services are found to be unsatisfactory, the Academy shall terminate the agreement immediately.

- (xxii) If the bidder violates any of the terms of contract, Academy shall forfeit the entire amount of security deposit.
- (xxiii) O.J.A will not make any advance payment to the successful bidder. The bidder has to carry out the entire job on its own. The payments will be made only on satisfactory completion of the job and submission of bills in that regard.
- (xxiv) The quantity as mentioned in the tender under annexure II may increase or decrease as per requirement
- (xxv) The **Odisha Judicial Academy** reserves the right to cancel or reject all or any of the tender without assigning any reason.

**J. Penalty:**

For unsafe driving, vehicles without fitness certificates and other necessary documents, late reporting, unsatisfactory conduct of the Driver or any other negligence or unsatisfactory service by the successful bidder, deduction shall be made on the bills raised by the bidder and the Performance security of the bidder will be forfeited along with blacklisting of the Agency.

**K. Safety Measures**

The Agency shall abide by the governing laws and safety measures for carrying out the tendered job and shall ensure that his own workmen and other people are not put to any risk due to its activities.

**L. Payment terms**

The payment shall be made on submission of the bills (In triplicate) after completion of the work assigned satisfactorily, at approved rates after deducting statutory dues and penalties if any. No advance payment will be made. Income Tax will be deducted at source under Section 194-C of Income Tax Act from the Bidder at the prevailing rates of such sum as TDS on the income comprised therein. Toll tax & Parking fee will only be reimbursed on production of original bills clearly showing the date and time of payment.

**M. Bid evaluation criteria**

- (i) In case it is found that the bidder as per the requirement of the bid has not quoted rate for any specified item, his bid on that particular item shall be evaluated on the basis of lowest quoted rates.
- (ii) Amongst eligible, the Bid Evaluation Committee shall select the bidders who are charging reasonable rates with due regard to quality.

**TECHNICAL BID**

**(DETAILS OF THE AGENCY)**

Name of the Firm/agency:	
Address	
Address and Tele. No. of the Bidder	
Registration No of the Firm:	
Name, Designation, Address & Tel No. of the Authorized person to deal with:	
Constitution of the Firm (Attach proof):	
Valid GST registration Certificate	
Any other Certificate:	
Experience details of similar work executed.	
Whether the Agency has been blacklisted by any of the Departments/Organizations of the Government of India/ Government of Odisha and any criminal case is pending against the said firm/agency:	
Whether Terms and conditions of Tender duly accepted	
Details of Bid Security	
Details of Tender Document Cost.	
Any other Document relevant to tender	
List of References:	

This is to certify that I/we have carefully read the contents of the tender document and fully understood to all the terms and conditions therein and undertake myself/ourselves to abide by the same.

Place:  
Date: \_\_\_/\_\_\_/2018

Signature of the Bidder  
Name of the Signatory  
Name of the Firm/agency  
Seal of the Firm/Agency

**FINANCIAL BID**

Name and address of the Bidder: \_\_\_\_\_

**To,  
Dy. Director  
Odisha Judicial Academy  
Sector-1, CDA, Abhinav Bidanisi,  
Cuttack-753014**

Sl. No.	Particulars	No of Vehicles to be Hired	Hiring Charges Per Day/ per Vehicle	Average Mileage in Kms per litre
1.	A.C. Vehicle with Seating Capacity of 5 including Driver	23		
2.	A.C. Vehicle with Seating Capacity of 7 including Driver	9		

Applicable rate of Taxes in %.....

Signature of the Bidder.

Place:

Name of the Signatory \_\_\_\_\_

Date: \_\_\_ / \_\_\_ / \_\_\_

Name of the Firm/agency \_\_\_\_\_

Seal of the Firm/Agency \_\_\_\_\_

1. Vehicle with Seating capacity of 5 including Driver to include:- Indigo Diesel & Maruti Swift Dzire.
2. Vehicle with Seating capacity of 7 or more: Innova, Xylo & Scorpio.

**UNDERTAKING**

It is certified that my firm/agency/company has never been **black listed** by any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of Odisha or any other State Government or Public Sector Banks or Local Bodies/Municipalities and no criminal case is pending against my firm/agency as on \_\_\_\_\_.

Place:  
Date: \_\_\_ 2018

Signature of the Bidder \_\_\_\_\_  
Name of the Signatory \_\_\_\_\_  
Name of the Firm/agency \_\_\_\_\_  
Seal of the Firm/Agency \_\_\_\_\_



**GENERAL INFORMATION FOR HIRING VEHICLES**  
**(To be submitted on separate sheet for each vehicle)**

- 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 hired Charge of the vehicle per month excluding fuel cost:-
- 13) Rate of fuel consumption / Mileage per litre:-
- 14) Contact Number of the Service provider (Bidder / Quotationer)

Mobile.....Telephone.....

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

Seal & Signature of  
Bidder