

कार्यालय प्रधान निदेशक लेखापरीक्षा पूर्व तट रेलवे,

OFFICE OF THE PRINCIPAL DIRECTOR OF AUDIT EAST COAST RAILWAY, 3rd FLOOR, NORTH BLOCK, CHANDRASEKHARPUR **BHUBANESWAR-17**



Dated: 19/03/2020

PDA/ECoR/RC/Inspection Vehicle/Tender/2015

SECTION- I **Notice Inviting Tender**

Sealed Bids are invited by this Office on two bid system for hiring of One AC Car (Toyota Etios/ Maruti Swift Dzire or equivalent vehicle) on monthly basis. The vehicle should be registered in Bhubaneswar region. Bid for Vehicle should be submitted separately, with two separate forms being filled in by the Bidders. Agreement shall be entered into for Vehicle.

Tender documents may be downloaded from the following website www.agodisha.gov.in in the link provided as PD Audit, East Coast Railway and with the following schedule of dates:

- i. Bid Submission End Date & Time 30.03.2020 (12.00 HRS)
- ii. Bid Opening Date & Time 30.03.2020 (16.30 HRS)
- 2. Bidder shall not modify the downloaded tender form including downloaded financial bid template in any manner. In case any tender form/financial bid template is found to be tampered with/ modified in any manner, such bids are liable to be summarily rejected, Bid Security would be forfeited, and bidder would be liable to be banned from doing business with this office.
- 3. Bid Security: Bid Security (EMD) amount of Rs 5000/- in the form of Demand Draft drawn on any scheduled commercial bank in favour of "FA & CAO, East Coast Railway, Bhubaneswar" and payable at Bhubaneswar, and is to be delivered in original along with the Bid documents to the Sr. Audit Officer/RC, Office of the Principal Director of Audit, East Coast Railway, Bhubaneswar before the time stipulated against Bid Submission End Date & Time above. Name & full address of the bidder may be written at the back of the Demand Draft. Bids in respect of which Bid Security is not received as above shall be summarily rejected.
- 4. Bid Opening: Bids will be opened as per date/time as mentioned above. The Technical Bids will be opened in the presence of bidders or their authorized representatives who choose to attend, at the designated date and time. The bidder's representatives present at the time of opening of bid shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening.
- 5. Submission of Tender: The sealed tender shall be submitted in two parts, viz., Technical Bid and Financial Bid. The Technical & Financial Bids should be sealed by the bidder in separate covers duly super-scribed "Technical Bid - Hiring of Vehicle" and "Financial Bid - Hiring of Vehicle" respectively and both these sealed covers are to be put in a bigger cover which should also be sealed and duly super-scribed "Tender for Hiring of Vehicle". Tenders are to be submitted in person/ through Registered Post with Acknowledgement Due/ Speed Post. Tenders which are received without being sealed and through Fax/ Email will not be considered.

- 6. Technical Bid: To be submitted by the Bidder in Form- I enclosed, along with self-attested copies of the following documents
 - i. Registration Certificate of vehicle being offered
 - ii. Valid PAN Card
 - iii. Valid GST Registration Certificate
 - iv. Copies of Work Orders/ contracts with any Central/ State Government Department/Statutory Body, if any
 - v. Details of all vehicles owned and operated by bidder for supply against hired demand, as in Form I.
 - vi. EMD Demand Draft
 - vii. Bidder's bank account details as in Form-I, along with a cancelled cheque
 - viii. Self-certificate to the effect that the Bidder has not been blacklisted by Central/ State Govt/ Statutory Body and that its previous agreements with such parties have not been terminated on account of poor performance.
- 7. Financial Bid: Signed copy of Financial Bid in Form II is to be submitted. Bidder shall not modify the Financial Bid or template in any manner. In case it is found to be tampered/ modified in any manner, such bid will be liable to be rejected outright. All rates shall be quoted only as per Form II and each page shall be signed in full by the Bidder or his authorized signatory. The schedule of rates should be filled in carefully after considering all the aspects of work as described in the Section-II of this NIT, "Terms & Conditions Governing the Contract". No request for change or variation in rates or terms and conditions of the contract shall be entertained on the grounds that the Bidder had not understood the work envisaged by this tender document. Any overwriting in the Financial Bid template should be avoided. In case of a mistake, the mistake should be clearly cut and the correction should be signed in full by the Bidder or his authorized signatory.
- 8. Validity of Financial Bid: The Bidder is required to keep the price offer as per Financial Bid open for a period of 60 days from the last date of submission of tender.
- 9. This Office reserves the right to:
 - i. Accept or reject any or all of the Technical Bids received, without assigning any reason.
 - ii. Accept or reject any or all of the Financial Bids received, irrespective of their being lowest, without assigning any reason.
- 10. Postal Address and Contact Details: Every Bidder shall state in the tender his correspondence postal address fully and clearly, landline and mobile phone number, Fax Number and Email address for communication. Any communication sent to the tenderer by post and/ or other modes to the contact details furnished shall be deemed to have reached the Bidder on time.
- 11. Execution of Agreement: The Bidder whose tender is accepted shall be required to appear at this office in person or if the Bidder is a Firm, Company or a Corporation, a duly authorized representative shall so appear and execute the Agreement within fifteen (15) days of the date of issue of communication from of acceptance of tender from this office, and start provision of the hired vehicle

from the date as mentioned in the communication. Failure to do so shall constitute a breach of the contract concluded by the acceptance of the tender. The Bidder shall treat the contents of his filled in tender documents as private and confidential.

12. For any clarifications, prospective bidders may contact: Sr. Audit Officer/RC, Office of the Principal Director of Audit, East Coast Railway, Bhubaneswar.

SECTION II TERMS & CONDITIONS GOVERNING THE AGREEMENT

- 1. The AC vehicle provided (Toyota Etios/ Maruti Swift Dzire or equivalent) on monthly basis should not be more than 4 years old, i.e. the registration date of the vehicle should not be prior to 01.04.2016. In case the service provider wants to provide vehicle of higher value and class at the same rates, the office would have no objection to it subject to fulfilment of other terms & conditions.
- 2. The vehicle should be kept neat and clean and in perfect running condition and should be provided with neat & clean seat covers/towels. The decision of this Office about the condition of the vehicle will be final.
- 3. The vehicle should be available for daily use locally in Bhubaneswar region as well as for outstation duties for more than one day at a time from Bhubaneswar region, and have applicable permit for this purpose.
- 4. The driver and the vehicle should not be changed without prior permission. If either the vehicle or the driver is not found to be suitable, then they shall be changed immediately by the Bidder on receiving a request from this Office to that effect.
- 5. In case three written complaints are received against the driver or vehicle from the user Officers, then this Office would have the right to hire alternate vehicle from the market and the additional cost so incurred will be borne by the service provider.
- 6. The driver employed should hold a valid driving license, be well behaved, reasonably educated, conversant with traffic rules and regulations, familiar with Bhubaneswar city roads/routes and with security instructions.
- 7. The driver must observe all the etiquette and protocol while performing the duty. The driver must be neatly dressed and must carry a mobile phone in working condition, for which, no separate payment shall be made by this Office.
- 8. Under no case drivers are allowed to take on any other passengers on commercial basis, other than the users designated by this Office.
- 9. The service provider and driver shall be bound to carry out the instructions of the Office and the user Officer to whom the vehicle is assigned.
- 10. In case of any accident or traffic challan, all the claims arising out of it shall be met by the service provider.

- 11. A daily log sheet indicating usage of hours and mileage for the vehicle shall be maintained at all times and submitted to the Office on a monthly basis.
- 12. The time and distance for calculating usage of the hired vehicle shall commence and terminate from the time & place of reporting for duty to the time & place of release from duty of the vehicle.
- 13. The minimum contracted mileage shall be 2000 Km and minimum contracted hours shall be 300 hours in a month.
- 14. The Vehicle shall be made available for use for 26 days in a month. The choice of days on which duty has to be performed- which may include Sundays and other Holidays- shall be decided by this Office.
- 15. In case, the number of kilometres of usage in a month exceeds 2000 Km, payment for the additional kilometres shall be made at a rate of Rs 6 per Km. In case the number of hours of usage exceeds 300 in a month, payment for the excess hours shall be made at a rate of Rs 50 per hour.
- 16. During the period of validity of the Agreement, if there is any increase in the cost of diesel, spare parts, servicing, tyre, lubricant, etc., no increase in the rates will be demanded/ entertained.

17. Deficiency Charges: Shall be applicable as below-

SI. No.	Violation	Penalty (Rs)	Remarks
1.	Delay of more than 15 minutes in reporting for duty at start of day	500/-	Also, pro rata per day price reduction for contracted mileage and hours, for number of hours of delay.
2.	Failure to provide alternate vehicle during repairs/ maintenance	Actual cost of hiring alternate vehicle at short notice	Also, pro rata per day price reduction for contracted mileage and hours.
3.	Failure to provide alternate vehicle within one hour of breakdown while on duty	Actual cost of hiring alternate vehicle at short notice	Also, pro rata per day price reduction for contracted mileage and hours.
4.	Tampering of vehicle meters	1000/-	
5.	Tampering with log book/ attempt to inflate usage detail	1000/-	
6.	Non-functioning of AC	500/-	
7.	Change of driver without prior intimation	500/-	
8.	Non-production of originals of mandatory documents on demand	500/-	
9.	Unclean vehicle	500/-	
10.	Not undertaking major denting and painting work within 30 days of causal incident	500/-	

- 18. Payment: The service provider will produce monthly bills for release of payment after verification in this Office.
- 19. TDS @ 2% will be deducted from the bill as per Section 194(c) of Income Tax Act.
- 20. Duration of Agreement: The Agreement shall be entered into for 12 months from the date of commencement of the Agreement. This Office will have discretion to extend it for a further period of 12 months on mutually acceptable terms and conditions and rates, at its sole discretion.
- 21. This Office reserves the right to terminate the Agreement with notice period of one week, at any point of time during period of Agreement, without assigning any reason.
- 22. Evaluation of Technical Bid- Bidder shall be evaluated as technically qualified in case FORM- I is filled in completely as required and all self-attested copies of required documents are submitted in complete form.
- 23. Evaluation of Financial Bid: The financial bids will be opened only in respect of those firms, which are deemed to be technically qualified, as described above. The determination of L1 shall be based on the quoted price calculated for Item designated so on FORM- II.
- 24. Force Majeure: If at any time, during the continuance of the Agreement the performance in whole or in part, by the service provider is prevented, restricted, delayed or interfered, by reason of war or hostility, act of the public enemy, civic commotion, sabotage, act of State or direction from statutory authority, explosion, epidemic, quarantine restriction, fire, floods, natural calamities or any act of GOD, provided notice of happenings of any such event is given by the service provider to this Office within seven calendar days from the date of occurrence thereof, the service provider may be excused from performance of its obligation. Provided further that the obligations under the Agreement shall be resumed by the service provider, as soon as practicable, after such event comes to an end or ceases to exist. The decision of this Office as to whether the obligations may be so resumed (and the time frame within which the obligations may be resumed) or not, shall be final and conclusive.
- 25. Dispute Settlement: In case of any dispute arising between the Office and the service provider regarding execution of terms and conditions of the Agreement, decision of the Director, Office of the Principal Director of Audit shall be final and binding.

Sd/-Sr. Audit Officer/RC

FORM I- Technical Bid

1. Bidder Information

Sl.No.	Item of information required	Response from Bidder
1	Name of Bidder	
2	Postal Address	
3	Landline Number	
4	Mobile Number (s)	
5	Fax Number	
6	Email Address	
7	Status of Bidder- Proprietor/ Firm/	
8	Partnership/ Company	
9	Year of Establishment	

2. Qualifying Criteria

SI.No.	Qualifying Criteria	Response from Bidder
1	Registration Number of Vehicle Offered	
2	Copy of RC enclosed (Y/N)	
3	PAN Number	- Contract of the Contract of
4	Copy of PAN Card enclosed (Y/N)	
5	GST Registration Number	
6	GST Registration Certificate enclosed (Y/N)	
7	Number of current/ previous clients who are Central/	
	State Government Departments/ Statutory Bodies	
8	Names of each of the above such Clients	
9	Copies of Work Orders/ contracts with such Clients	
	enclosed (Y/N)	
10	EMD DD Pay Order for Rs 5000/- enclosed (Y/N)	DD Number:
		DD Date:
		Enclosed- Yes/ No:
11	Certified that the Bidder has not been blacklisted by	
	Central/ State Govt/Statutory Body and that its	
	previous agreements with such parties have not been	
	terminated on account of poor performance (Y/N)	
12	Bidder's bank account details along with a cancelled	
	cheque	
13	Each page of technical bid signed and sealed by	
	Bidder (Y/N)	

Certified that the above information is true and correct in the best of my knowledge and belief and in case of any of these is found to be false we shall be liable for any action as decided by Office of the Principal Director of Audit, East Coast Railway, Bhubaneswar. Certified that I/ we have read and fully understood the terms and conditions of this Tender in Section II for hiring of vehicle and if contract is awarded to me/ us, I/ we will abide by them till the end of contract period.

FORM II- Financial Bid

1. Bidder Information

Sl.No.	Item of information required	Response from Bidder
	Name of Bidder	- Spenise ii eiii Biddei
	Mobile Number (s)	

2. Financial Bid details

Item of information required	Response from Bidder	Remarks
Price bid in Rs, for monthly contracted mileage of 2000 Km and monthly contracted hours of use of 300 hours		Exclusive of GST This is L1 item.

The monthly payment will be made by this Office, along with GST on the amount, as applicable.

Certified that I/ we have read and fully understood the terms and conditions of this Tender in Section II for hiring of vehicle and if contract is awarded to me/ us, I/ we will abide by them till the end of contract period.

Signature and Seal of Bidder