

AKASH SOBHA BUILDING, PANDIT JAWAHARLAL NEHERU MARG, BHUBANESWAR-751001

Phone: 0674-2390842/ 2392801, Fax: 0674-2390633

**RFP No: 392**

**Dated:14.07.2020**

**REQUEST FOR PROPOSAL**

**FOR SELECTION OF AN AGENCY FOR SUPPLY OF VEHICLE WITH DRIVER ON HIRE BASIS FOR  
BHUBANESWAR DEVELOPMENT AUTHORITY (BDA)**

Period of availability of RFP document

In BDA website [www.bda.gov.in](http://www.bda.gov.in)

**∴ from 16.07.2020 10.30 AM to 31.07.2020 5.00PM**

(Downloadable from website:

<http://bda.gov.in>

Last date for receipt of proposals

In physical shape

**: 06.08.2020 up to 3.30 PM**

**(As per Clause 10 of RFP**

**(Through Speed Post /Registered post only)**

**No drop box facility available)**

Date and time of opening of

Technical Bid

**: On. 06.08.2020 at 4.30 PM**

Place of submission of proposals

In physical shape

**: Executive Engineer, Division No-IV**

**Bhubaneswar Development Authority**

Akash Sova Building,

Pt. Jawaharlal Nehru Marg, Bhubaneswar-751001

Date and Time of financial

Bid opening.

**: To be intimated later to the qualified Bidders.**

**For further information**

**Please contact**

**: Executive Engineer, Division No.IV**

**Bhubaneswar Development Authority**

**Akash Sova Building, Sachivalaya Marg**

**Bhubaneswar - 751 001**

**OR**

**Sri P.K.Panda, A.E(Mech.) (Mob) 9439780865.**

## 1. Bhubaneswar Development Authority – An introduction

Bhubaneswar Development Authority (BDA) has been constituted by the Housing & Urban Development Department, Government of Odisha, to plan and regulate development within its development plan area. The objective behind constitution of the Authority was to take up planned and systematic development, prepare development plans including interim development plan, comprehensive development plan and zonal development plans, undertake works pertaining to construction of housing colonies, shopping centers, markets, industrial estate, provide public amenities, regulate development and use of land and undertake schemes for improvement and clearances of slums and urban re-generation programmes. The city is well connected with the other parts of the country by rail, road, port and air. In addition, as a regulator, the BDA is the sole authorized body for issuing sanction of building plan within Bhubaneswar Development Plan Area.

## 1. Background

Bhubaneswar Development Authority (BDA / Client) intends to hire agencies for supply of vehicles with drivers to BDA for a period of **1 (One) year**. The contract can be extended for another year based on the performance of the agency and shall be at the sole discretion of the Client. BDA seeks technical and financial Bid from prospective bidders who can provide latest and excellent commercial vehicles with decent drivers. The agency should be capable of providing prompt, punctual, efficient, safe, courteous and quality service with outstanding record of providing vehicles to Govt./Semi Govt./ PSU Organization. The vehicles should be regularly serviced and maintained with fulfilling compulsory requirement of transport department viz. Pollution certificate, road tax permit to ply vehicles in the state of Odisha etc. and meets the minimum eligibility criteria mentioned below.

## 2. Eligibility Criteria

- The agency shall be:
  - i. The agency should be an Indian legal entity like a company / partnership / proprietorship / Joint venture / LLP firm.
  - ii. At least **three (3) years** of experience in the field of supplying of vehicles on hire basis to Government / Semi Government / PSU organizations / large organization.
  - iii. Should have executed one assignment of providing / supplying 15 nos of vehicles (diesel Indica / Tata Tiago / Bolt / Maruti Celerio / Maruti Swift / Hyundai I10 Plain or Grand / diesel Indigo CS / Maruti Swift Dezire / Hyundai Xcent / Tigor / TATA Zest / Nexon / Etios / Maruti Breeza / Hyundai Creta / Bolero) to any Government / Semi Government / PSU organizations / large organization in last 3 years.
  - iv. The agency should have owning minimum 1 (one) diesel Indica /Tata Tiago / Bolt / Maruti Celerio/ Maruti Swift / Hyundai I10 (Plain/Grand) & 1 (one) diesel Indigo CS /Maruti Swift Dezire / Hyundai Xcent / Tigor / TATA Zest / Nexon / Etios / Maruti Breeza/ Hyundai Creta / Bolero

### 3. Undertaking

The agency shall provide an undertaking for the following without which the proposal shall be disqualified; (in format provided in **Annexure-VI**)

- All the vehicles to be supplied by the agency should be insured.
- All the vehicles to be supplied by the agency shall not be more than 3 (three) years old i.e. the vehicle would not have been purchased before May' 2017.
- The behavior of the drivers to be engaged by the agency for the vehicles shall be well mannered, decent and well dressed. The drivers shall be well conversed with all the roads in and around Bhubaneswar.
- The agency shall not engage private vehicles in BDA.
- All the cars / vehicles that the agency shall engage in BDA should have commercial number plates.
- In case of engagement of vehicles of other owners, the selected agency shall execute an agreement (for one Year) with owner of the vehicle in non-judicial stamp paper duly notarized to continue supply of the vehicle for at least for a period of one year to BDA and a certified copy of the said agreement shall have to be submitted to BDA before execution of agreement, failing which his bid will be cancelled with forfeiture of EMD.

3.1. Even if an applicant agency satisfies the above requirements, it will be subject to disqualification, at any stage of Contract Agreement period, if it has :

- a. Made a false representation in the form, statement and attachments required in the proposal submission documents,
- b. Record of poor performance such as abandoning work, not complying the Terms & Conditions of the contract agreement properly, bad behavior of the drivers, and,
- c. If it has been convicted by any court of law in their earlier assignment. The bidder shall submit an undertaking for the same at the time of bidding.

3.2. A bidder must not have, during the last five (5) years, failed to perform any of such contract, as evidenced by imposition of a penalty by the client or an arbitrator or judicial authority or a judicial pronouncement or arbitration award against the bidder, nor been expelled from any organization or agreement nor have had any agreement terminated for breach of contract by such bidder.

### 4. Selection Procedure

The broad stages for selection of the Agency constitutes as under.

#### **a) Invitation of Request for Proposal (RFP) in the form of Technical & Financial Proposal:**

BDA invites the proposals from prospective bidders to submit their proposal to participate in the bidding process in two separate sealed envelopes;

One envelop shall contain the Technical Bid which shall consist of all the submission requirements and other envelope should contain financial Bid.

- b) Evaluation of the Technical bid:** The proposals of the bidder who fulfills all the technical eligibility criteria will be qualified for financial Bid opening. The proposals of the bidder, which are not technically qualified, will not be eligible for Financial Bid opening.
- c) Financial Bid opening and selection of the agency:** Selection of an agency shall be on the least cost (L1) basis i.e., whoever quotes the lowest bid shall be awarded with the contract. However, the authority (BDA) reserves the right to call for the 2<sup>nd</sup>, 3<sup>rd</sup> & 4<sup>th</sup> lowest bids for negotiation for shortlisting and award of work at the negotiated price. In case the service provided by the L-1 bidder is not satisfactory or in extreme urgency situations and in such case if the second lowest bidder agrees to supply the vehicles at the price proposal of the lowest bid (L-1) submitted then his bid may be taken into consideration. The decision for hiring multiple operators for supply of different types of vehicles at the rates of 1<sup>st</sup> lowest bidders lies at the sole discretion of the BDA.
- d) Letter of Award and Signing of Agreement:** BDA will send the Letter of Award (LoA) to the selected agency and the execution of agreement with BDA will take place.
- e) Performance Security:** Successful bidder shall be required to submit Performance Guarantee of **Rs.50,000/- (Rs. Fifty Thousand only )** in shape of NSC/POSB/KVP/ POTD and Bank Guarantee from any nationalized / Scheduled Commercial Bank counter guaranteed by its local branch at Bhubaneswar duly pledged in favour of Executive Engineer, Division No.IV, BDA, Bhubaneswar within 10 days of issuance of LOA which should be valid till the agreement is in force.

## **5. Earnest Money (EMD)**

- a) The bidder shall furnish along with bid an Earnest Money amounting to Rs. 1,00,000/- (Rs. One Lakh) only in shape of deposit receipt / NSC/POSB/KVP/ POTD and Bank Guarantee from any nationalized / Scheduled Bank counter guaranteed by its local branch at Bhubaneswar duly pledged in favour of Executive Engineer, Division No.IV, BDA, Bhubaneswar.**
- b) Bids received without EMD shall be summarily rejected.**
- c) The earnest money of unsuccessful bidders shall be refunded without interest after signing of the agreement with the selected bidder.**
- d) The EMD will be forfeited on account of one or more of the following reasons: i) If the bidder withdraws its proposal during the bid validity period. ii) If the bidder fails to sign and return, as acknowledgement, the duplicate copy of the LoA; (iii) If the Bidder tries to or engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice (iv) In case of successful bidder, if, the said bidder fails to sign the agreement within seven days of**

issuance of LOA and /or fails to furnish required Performance Security in shape of NSC/POSB/KVP/ POTD and Bank Guarantee from any nationalized / Scheduled Bank counter guaranteed by its local branch at Bhubaneswar duly pledged in favour of Executive Engineer, Division No.IV, BDA, Bhubaneswar..

**6. Period of the Contract**

Upon selection of the agency, the Contract shall be valid and continue for a period of **1 (One) year** and can be extended by BDA for another 1 (one) year at its own discretion based on the satisfactory performance. BDA shall have exclusive and irrevocable right to review the performance of the selected agency on quarterly (on every 3 months) for continuation of the supply of vehicles to BDA.

**7. Termination**

If in the view of BDA, the performance of selected agency is not satisfactory and the agency violates the terms and conditions of the contract, BDA may at its sole discretion, terminate the engagement of the Agency at any time. The BDA, in doing so, shall intimate the Agency in writing with its termination letter. The decision of BDA in this matter shall be final and binding.

**8. Final decision making authority**

BDA reserves the right to accept or reject any bid and to annul the process and reject all bids at any time without assigning any reason thereof and without thereby incurring any liability to the affected applicant or without informing the applicants of the grounds for such action of BDA.

**9. Submission Requirement**

To be eligible for a valid proposal, the bidders are required to submit their proposal in two Envelopes comprising

- **Technical Bid in Envelope 'A'**
- **Financial Bid in Envelope 'B'**

The **Technical Bid (Envelope 'A')** and **Financial Bid (Envelope 'B')** must be inserted in a separate sealed envelope, along with applicant's name and address in the left hand corner of the envelope.

If any applicant does not fulfill the submission criteria mentioned with this Clause, it will be subject to cancellation of the proposal.

**Envelope A- Technical Bid**

The Technical Proposal of the applicant would consist of the following Annexures and the below mentioned information with documentary evidences for evaluating their proposals as valid and responsive:

- a) Covering Letter - **Annexure I**
- b) Information about the Applicants - **Annexure II**
- c) Self-Declaration – **Annexure III**
- d) Power of Attorney – **Annexure-IV**
- e) Declaration – **Annexure-VI**
- f) Copy of Registration certificate of the Agency, if applicable.
- g) Copy of Fitness certificate of vehicles,
- h) Copy of Valid insurance of each car,
- i) Copy of Valid GST registration certificate along with updated return filed before the Competent Authority
- j) Copy of Commercial carriage permit of the vehicles
- k) Copy of Work order or agreement executed between the Agency and the Client for supply of vehicles in support of his past experience.
- l) Copy of Valid license of the drivers.
- m) Copy of Pan Card of the Agency.

The original documents/records/certificates should be produced by the bidders within three days of opening of the technical bid for verification in the office of the EE, Division no-IV, BDA.

- n) Bid Document Processing Charges - An non-refundable amount INR 10000/- + 12% GST (Totaling to Rs.11200/-) towards processing charges in the shape of Demand Draft from any Nationalized / Scheduled commercial bank in favour of the Executive Engineer, Division No-IV, Bhubaneswar Development Authority, payable at Bhubaneswar should be furnished failing which the bid will be rejected.
- o) EMD of Rs.1,00,000.00 in shape of deposit receipt / NSC/POSB/KVP/ POTD and Bank Guarantee from any nationalized / Scheduled Bank counter guaranteed by its local branch at Bhubaneswar duly pledged in favour of Executive Engineer, Division No.IV, BDA, Bhubaneswar should be submitted failing which the bid will be treated as non-responsive and will be rejected.

All Applicants shall strictly follow the above submission requirement along with its related supporting documents at the time of submission of the bid. Short or non-submission of desired information and deviation in submission of formats for any/ all of the above information must be the reason for rejection of the proposals for this bidding process.

#### **Envelope B-**

The Envelope B would contain the financial Bid in **Annexure-VII**,

**Annexure VII** - Covering Letter containing financial bid.

Both the envelopes i.e., **Envelope 'A'** and **Envelope 'B'** must be packed in a separate sealed outer cover and clearly super scribed with the following:

**REQUEST FOR PROPOSAL FOR SELECTION OF AN AGENCY FOR SUPPLY OF VEHICLES WITH DRIVERS ON HIRE BASIS TO BHUBANESWAR DEVELOPMENT AUTHORITY (BDA)”**

The outer sealed cover containing envelop A & B should be submitted to Executive Engineer, Division No.IV, BDA, Akash Sova Building, Sachivalaya Marg, Bhubaneswar by **Speed Post / Register Post** on or before the last date and time indicated in bid schedule. The authority is not responsible for any postal delay.

The Financial Bid should clearly indicate the price to be charged without any qualification whatsoever and should include all taxes, duties, levies, GST and other charges as may be applicable in relation to the activities and works to be carried out. The financial rates quoted by the bidders should be within the maximum limits as prescribed by the Govt. of Odisha from time to time.

The application along with all forms in appropriate formats and documentary proofs must be in **spiral binding form** and each page initialed by the bidders and serially numbered.

**Technical proposals will be rejected if it is not spiral bind and pages serially numbered.**

The Proposals shall be addressed to BDA, Bhubaneswar at the following address:

**Executive Engineer, Division-IV  
Bhubaneswar Development Authority  
AKASH SOVA BUILDING, SACHIVALAYA MARG.  
Bhubaneswar – 751 001**

**If the envelope is not sealed and marked as mentioned above, BDA will not be responsible for any misplacement or premature opening of the Proposal. (Telex, cable or facsimile proposal will be rejected).**

**10. Language of Proposal**

The language of the Proposal as well as the supporting documents shall be in English only.

**11. Number of Proposals**

An Applicant is eligible to submit only one Proposal.

**12. Proposal Submission Date**

Proposals submitted in all respect must reach BDA office at the specified address on or before the scheduled date through Speed / Regd. Post (no drop box facility shall be available for submission). If the specified date for the submission of Proposal is declared as a holiday for BDA, Bhubaneswar, the Proposal will be received up to the appointed time on the same time on next working day.

**13. Late Submission:**

Proposals received after the deadline for submission prescribed by the BDA will be rejected.



**14. Confidentiality**

An Applicant shall treat all the information, records, reports, technical data, contracts, agreements, maps, drawings and any other documents provided to them under this RFP process if gets selected and upon signing of the Contract Agreement for performing their responsibilities and obligations as confidential. An undertaking in this regard would require to be submitted by the Applicant at the time of signing of the Contract Agreement.

**15. Jurisdiction**

All disputes arising shall be subject to the jurisdiction of the appropriate court at Bhubaneswar, India and will be governed by the laws of India.

**16. Terms and conditions of the draft Contract Agreement**

- a. Upon selection of the agency, the Contract agreement shall be valid and continue for a period of 1 (One) year and can be extended by BDA for another 1 (One) year at BDAs own discretion. If any agency violets the Terms & Conditions of the agreement then the agreement of the said agency will stand cancelled.
- b. The Agency will have to provide extra vehicle at the same rate, terms and conditions as and when required by BDA.
- c. The vehicles to be provided should have commercial registration, valid fitness and valid permit as well as valid **comprehensive** insurance with up-to-date payment of taxes as provided under M.V Act.
- d. The drivers of the vehicles should have valid driving licenses to drive the commercial vehicles like Taxi as specified under M.V Act.
- e. The drivers shall report for duty before the officers concerned to be ordered subsequently by 9.00 A.M on each day and will have to work till 9 P.M or in case of urgency may be required to work for couple of hours more and also earlier to 9.00 A.M.
- f. The vehicles may be spared for 2 (two) days per month preferably on holidays for checking of its running condition and take up the necessary repair at the option of the officers who is in use of the vehicle.
- g. During the period of agreement the hiring charges, days of rest and quantity of fuel shall not be enhanced.
- h. The vehicle allotted to the officers shall not be changed frequently. In case of change of vehicles, the agency shall have to take prior approval from BDA as well as from the concerned officer at least before seven days.
- i. In case of engagement of vehicles of others, the agency shall sign a contract agreement with the vehicle owner for continuance of contract at least for a period of one year and the copy of the said contract will be submitted to BDA.
- j. One vehicle in the category of Indigo / Dezire / Hyundai Creta is to be kept ready for office of the Vice Chairman duties to be used at any time of the day/week.



- k. It will be ensured through service provider of hired vehicle that the vehicle are kept under optimum running condition and avoid accidents attributable to lack of maintenance/ upkeep. The hired vehicle cannot be used for any private/ commercial purpose beyond office hour or during holidays.
- l. Agency shall ensure that the vehicle should be parked at the place as advised by the BDA and should be available, when not in duty. If the vehicle needs to be away from some reason like refueling, petty repairing etc., it should be with knowledge of the controlling officer of the BDA. Moving away without the knowledge of the officer of BDA will be considered as non-available and will be liable for penalty.
- m. The vehicles deployed for duty for BDA shall at no point of time carry any person other than personal authorize by user department.
- n. BDA will in no way response to for violation of traffic rule and/ or infringement of any other law for the timing in force either by the driver of the vehicle or by the service provider. The driver as well as agency shall comply with relevant rule and regulation of motor vehicle 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 BDA would not be held liable / responsible in any manner what so ever. The agency shall be responsible for compliance to all applicable acts / rules / regulation relating to the services provided.
- o. The driver shall be reachable at all time during the duty hour.
- p. The Agency would submit bills on monthly basis and BDA would ensure payment of the bills if the submission of bills will be in order accompanied by valid documents and service provided is satisfactory.
- q. The Agency shall be responsible for any police / court case concerning the vehicle during engagement. BDA shall have no liability on this account.
- r. At any point of disengagement of any / or all the vehicles due to unsatisfactory service rendered by the Agency, action as deemed fit including the initiation of blacklisting of Agency will be taken by the BDA.
- s. The cost of repair, replacement of tyres, tubes, battery of the vehicle and all other incidental expenses shall be borne by the Agency.
- t. Tampering of speedometer in any manner will disqualify the vehicle for engagement. In case detected, the vehicle will be disengaged with one day notice and with penalty of Rs. 5000/- which will be deducted from the amount due and payable to Agency.
- u. A penal provision @ 2.5 times of the daily hire charges per vehicle/working day shall be imposed for non supplying of vehicles.
- v. The selected Agency has to supply **Scorpio/ Bolero** for enforcement field staff and **Innova/Honda City / Ciaz /Verna** for the use of visiting VVIPs and any other vehicle, as and when required. Failing which an amount of Rs.5000.00 will be imposed as penalty.
- w. The agency must submit a certificate showing full payment of all the dues of the owners of vehicles / drivers deployed on hire basis along with the bills in each month. If the certificate furnished by the agency found to be false later on receipt of complaints from owners of vehicles the contract of the agency is liable for termination for submission of false facts.

- x. The Agency shall supply certified log books to the drivers of the concerned vehicles and the said log books in duplicate should be maintained by the driver neatly basis with attestation of the concerned officer(s) utilizing the vehicle.
- y. The drivers so engaged by the Agency shall have to maintain the log book with signature and the officer concerned utilizing the vehicle will also countersign it. The Agency will have to furnish the photo copy of the log book, attested by the concerned officer and also have to furnish the original log book for the verification before payment of bills.
- z. The Agency must undertake to ensure uninterrupted service of the hired vehicles throughout the period of agreement and excepting two days in a month as agreed above in case of breakdown of any engaged vehicle, the Agency shall have to provide substitute vehicle to the concerned officer failing which it will be construed as breach of contract.
- aa. Dispute resolution
  - i. Amicable resolution  
Any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to the Agreement shall in the first instance be attempted to be resolved amicably through discussions between the Parties.
  - ii. Arbitration Procedure  
Any Dispute which is not resolved amicably within 30 days from the date of last written communication from either Party shall be referred to the Vice Chairman of the BDA who shall choose list of 3 independent arbitrators unconnected with affairs of either parties given option to choose one among them to be the sole arbitrator to undertake the arbitration, on such terms and conditions and in accordance with the provisions of the Arbitration and Conciliation Act, 1996 ("Arbitration Act"). For all purposes, the principal Civil Court, Bhubaneswar, shall have jurisdiction only in exclusion to any other jurisdiction specified under any other Act.
  - iii. Place of Arbitration  
The place of Arbitration shall be at Bhubaneswar and in case of any dispute about the venue of arbitration, the decision of the arbitrator shall be final and binding between the parties.
- bb. BDA may disengage/reject any or all the vehicles without assigning any reason thereof at any time within 7 (seven) days notice.
- cc. The rate of hire charges etc of vehicles should not exceed from the rate of Govt. in Finance Deptt. Memo No-30464 Dt.06.09.2019.
- dd. The distance travelled by the vehicle are to be measured from BDA office as the starting point.

**17. Driver to be deployed Agency:**

- i. The agency shall responsible for the Act & Deeds of driver of the vehicle including the following:
- ii. The driver of the vehicle deployed for duties maintain politeness and courteous behavior towards BDA officials / department users as well as other departmental staff. Following may be construed as "Misbehavior" and shall attract penalties as per provisions of the contract. Repeated instances may result in termination of services.
- iii. Denial of duties during contract period or during hours as noticed by BDA.
- iv. Use of abusive language.
- v. Driver should be properly dressed in neat & clean attire and keep the vehicle clean and tidy.

- vi. The driver in no case shall report to duty in an inebriated state or consume alcohol while on duty. In such an event BDA shall have full rights to terminate the contract with immediate effect.
- vii. Driver must be provided a working mobile phone and contact number be provided to the BDA / Authorized officials of BDA and the driver shall be reachable at all time during duty hour.

**18. Payment Terms:**

- i. The BDA will supply the required fuel (HSD) to the agency through coupon of the fuel supplying agency in phase manner and the log book of the vehicle will be maintained by the selected agency which are to be submitted at the end of the month with the bills for payment.

Sl. No.	Type of Vehicles	KM to be covered in 1 ltr./HSD	K.M to be covered in 1 ltr. Mobil
1	Indica V2-diesel (Non-AC) and its equivalent vehicles as mentioned in the eligibility criteria	As per F.D memo No. 30464 dated 06.09.2019	<b>N.A</b>
2	Indigo CS-Diesel (Non-AC) and its equivalent vehicles as mentioned in the eligibility criteria	As per F.D memo No. 30464 dated 06.09.2019	<b>N.A</b>
3	Toyota Innova / Ciaz /Scorpio/ Honda City/ Verna and its equivalent	As per F.D memo No. 30464 dated 06.09.2019	<b>N.A</b>
4	Bolero/Tavera and its equivalent	As per F.D memo No. 30464 dated 06.09.2019	<b>N.A</b>

- ii. In the event of vehicles are availed on temporarily basis (max up to 15 days in a month) rate of payment for temporary used of vehicles shall be 30% over and above of the quoted hire charges per month, to be calculated on pro-rata basis. For temporary use of vehicles more than 15 days, the amount shall be calculated on pro-rata basis based on the quoted monthly hire charges only.
- iii. The numbers of vehicles indicated in the financial bid shall vary based on requirement. Payment shall be made on the actual number of vehicles deployed as per instruction of BDA.

**Covering Letter**

To,

**The Executive Engineer, Division No-IV  
Bhubaneswar Development Authority  
Akash Shobha Building, Sachivalaya Marg  
Bhubaneswar - 751 001**

Dear Sir,

**NAME OF PROJECT: REQUEST FOR PROPOSAL FOR SELECTION OF AN AGENCY FOR SUPPLY OF VEHICLES WITH DRIVERS ON HIRE BASIS TO BHUBANESWAR DEVELOPMENT AUTHORITY (BDA)”**

We have examined in detail and have understood the terms and conditions stipulated for eligibility of the Applicant in the RFP Document issued by BDA. We agree and undertake to abide by all these terms and conditions. We hereby submit all the necessary information and relevant documents during submission of our RFP.

We acknowledged that we have not, during the last five years, failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against us, nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract.

We understand that BDA reserves the right to reject any Proposal without assigning any reason thereof. This proposal is without any condition and is valid for 180 days from the last day of submission of proposals.

**(Signature of Authorized Person)(With seal)**

Date:

**Information of Applicants**

Name of the Agency (In full): .....

Name of the Contact Person: .....

Address: .....

Telephone no:.....

E-mail address: .....

Year of incorporation: .....

(Certificate of Registration to be furnished)

Details of PAN: .....

(Copy of PAN Card to be furnished)

Details of G.S.T Registration No.: .....

(Copy of G.S.T Registration certificate to be furnished)

Number of cars owned by the agency:.....

(Supporting documents to be furnished)

Experience of providing 15 vehicles as per RFP provisions:.....

(Supporting documents to be furnished- Like Client Experience Certificate)

**Numbers of years of experience** the field of supply of vehicles on hire to Government/Semi Government/PSU organizations/ large organization..... (Supporting documents to be attached)

The Applicant shall provide details and **documentary evidences** as proof for the below mentioned information:-

- a) Registration certificate of the Agency
- b) Fitness certificate of vehicles,
- c) Valid insurance of each car,
- d) Valid G.S.T registration certificate along with updated return filed before the Competent Authority
- e) Commercial carriage permit of the vehicles
- f) Work order or agreement executed between the Agency and the Client for supply of vehicles in the past.
- g) Valid license of the drivers,
- h) Pan Card of the Agency

**(Signature of Authorized Person)** (With seal)

Date:

**SELF-DECLARATION – NON BLACKLISTING**

(On Non-Judicial Stamp Paper of Rs. 100/- duly attested by the Notary Public)

To,  
The Executive Engineer-IV  
Bhubaneswar Development Authority,  
Akash Shova Building,  
Sachivalaya Marg,  
Bhubaneswar-751001

Sir,

In response to the RFP No. .... for the Selection of Agency for providing Vehicle Hiring Services, I/We hereby declare that presently our Company/Service provider\_\_\_\_\_ is having unblemished record and is not declared ineligible or black listed for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body on the date of bid submission. If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our EMD may be forfeited in full and the tender if any, to the extent accepted may be cancelled.

Thanking you,  
Yours faithfully,

Name of the Bidder: -  
Authorized Signatory: -

Seal of the Organization: - Date: ....., Place:.....

**Annexure-IV**

**Power of Attorney:**

**(On Non-Judicial Stamp Paper of requisite value before the notary public)**

Know all men by these presents, we..... (name of service provider and address of the registered office ) do hereby constitute, nominate appoint and authorize Mr./Ms.....son/daughter/wife of and presently residing at....., who is presently employed with /retained by us and holding position of.....as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things are as necessary or required in connection with or incidental to submission of our proposal for and selection as the for the .....project, proposed by the ..... (the “client”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre bid and other conferences and providing information /responses to the client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the client in all matter in connection with or relating to or arising out of our Proposal for the said project /or upon award thereof to us till the entering into of the Agreement with the client. AND, we do hereby agree to ratify and con service provider all acts, deeds and things lawful done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this power and Attorney and that all acts, and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us. [IN WITNESS WHEREOF WE.....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS .....DAY OF .....2017.

For .....

(Name and registered address of client) (Signature, name, designation, and address)

Witness: 1. (Signature, name and address)

2. (Signature, name and address)

Accepted .....

(Signature, name, designation, and address of the attorney)

**Notes:**

1. The mode of the execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the applicant should submitted for verification the extract of the charter documents and other documents such as a resolution/Power of Attorney in favour of the person executing this Power of Attorney for delegation of power hereunder on behalf of the applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power and Attorney is being issued. However, the Power of Attorney provided by the applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy it is carries a conforming Apostle certificate.



**ANNEXURE – V**

Name of the Bank: -----

To  
The Executive Engineer-IV,  
Bhubaneswar Development Authority  
Akash Shova Building  
Sachivalay Marg,  
Bhubaneswar-751 001.

**PERFORMANCE BANK GUARANTEE FORMAT  
(On Non-Judicial Stamp Paper of requisite value)**

In consideration of the BDA acting through----- (Designation & address of Contract Signing Authority), (hereinafter called "Bhubaneswar Development Authority") having agreed under the terms and conditions of agreement/Contract Acceptance letter No.----- -- dt ..... Made between..... (Designation & address of contract signing Authority) and ..... (here in after called "the said Service Provider" for the work..... (here in after called "the said agreement") having agreed for submission of an irrevocable Bank Guarantee Bond for ..... only)) as a performance security Guarantee from the Service Provider for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We.....( indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the Bhubaneswar Development Authority an amount not exceeding ..... ( .....only) on demand by the Bhubaneswar Development Authority.

2. We..... ( indicate the name of the bank, further agree that ( and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Bhubaneswar Development Authority through the Secretary, Bhubaneswar Development Authority, Bhubaneswar or ----- (Designation & Address of contract signing authority), stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Bhubaneswar Development Authority by reason of any breach by the said Service Provider of any of the terms of conditions contained in the said agreement or by reason of the Service Provider failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding .. ( ..... Only).

3. (a) We ..... ( indicate the name of Bank ) further undertake to pay to Bhubaneswar Development Authority any money so demanded notwithstanding any dispute or dispute raised by the Service Provider in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

(b) The payment so made by us under this Performance Guarantee shall be a valid discharge of our liability for payment there under and the Service Provider shall have no claim against us for making such payment.

4. We,.....( indicate the name of bank ) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Bhubaneswar Development Authority under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by .....

(Designation & Address of contract signing authority) on behalf of the Bhubaneswar Development Authority, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Service provider and accordingly discharges this guarantee.

5 (a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Bhubaneswar Development Authority or until ( date of validity/ extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the Bhubaneswar Development Authority within validity/ extended period of validity of guarantee from the date aforesaid.

(b) Provided always that we..... ( indicate the name of the Bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case may be on being called upon to do so by the Bhubaneswar Development Authority. If the guarantee is not renewed or the period extended on demand, we ..... (indicate the name of the Bank) shall pay the Bhubaneswar Development Authority the full amount of guarantee on demand and without demur.

6. We, ..... ( indicate the name of Bank ) further agree with the Bhubaneswar Development Authority that the Bhubaneswar Development Authority shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the Bhubaneswar Development Authority against the said service provider and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said service provider for any bearance act or omission on the part of the Bhubaneswar Development Authority or any indulgence by the Bhubaneswar Development Authority to the said service provider for by any such matter or thing whatsoever under the law relating to sureties for the said reservation would relive us from the liability.

7. This guarantee will not be discharged by any change in the constitution of the Bank or the Service Provider.

8. We, (indicate the name of the Bank ) lastly undertake not to revoke this guarantee except with the previous consent of the Bhubaneswar Development Authority in writing.

9. This guarantee shall be valid up to (Date of Completion plus Handholding Period). Unless extended on demand by Bhubaneswar Development Authority Notwithstanding anything to the contrary contained hereinbefore, our liability under this guarantee is restricted to Rs..... ( Rs.....only) unless a demand under this guarantee is made on us in writing on or before..... we shall be discharged from our liabilities under this guarantee thereafter. Dated: the day of for (indicate the name of bank)

Signature of Banks Authorised official

Witness ( Name )----- Designation with Code No. ----- 1 Full Address----- 2.

**ANNEXURE –VI**

**Undertaking**

To,  
The Executive Engineer-IV  
Bhubaneswar Development Authority,  
Akash Shova Building,  
Sachivalaya Marg,  
Bhubaneswar-751001

Sir,

In response to the RFP No. \_\_\_\_\_ for the Selection of Agency for providing Vehicle Hiring Services, I/We \_\_\_\_\_ having our registered office at \_\_\_\_\_ do hereby undertake that:

- i. All the vehicles to be supplied by the agency should be insured.
- ii. All the vehicles to be supplied by the agency shall not be more than 3 (three) years old i.e. the vehicle would not have been purchased before May' 2017.
- iii. The behavior of the drivers to be engaged by the agency for the vehicles shall be well mannered, decent and well dressed. The drivers shall be well conversed with all the roads in and around Bhubaneswar.
- iv. The agency shall not engage private vehicles in BDA.
- v. All the cars / vehicles that the agency engages in BDA should have commercial number plates.

In addition to the above, we undertake to abide all the terms and conditions of the RFP.

Thanking you,  
Yours faithfully,

Name of the Bidder: -  
Authorized Signatory: -

Seal of the Organization: - Date: \_\_\_\_\_, Place: \_\_\_\_\_

**FINANCIAL Bid****(Covering letter)**

To,

**The Executive Engineer - IV**  
**Bhubaneswar Development Authority**  
**Akash Shobha Building,**  
**Sachivalaya Marg**  
**Bhubaneswar-751 001**

Sir,

**NAME OF PROJECT: REQUEST FOR PROPOSAL FOR SELECTION OF AN AGENCY FOR SUPPLY OF VEHICLES WITH DRIVERS ON HIRE BASIS TO BHUBANESWAR DEVELOPMENT AUTHORITY (BDA)**

We, the undersigned, offer to provide the services of supply of vehicles in accordance with your RFP. Our Financial Bid is as per the format provided in the RFP. The quoted amount is inclusive of all taxes, charges, fees as per applicable laws. Our Financial Proposal shall be binding upon us for the assignment and this proposal would be valid for 180 days from the last day of submission of proposals. This financial Bid covers remuneration for all personnel cost, all incidental manpower expenses. The Financial Bid is without any condition.

**FINANCIAL BID**

Sl. No.	Supply of Vehicles on Hire basis	Numbers of Vehicles	Hire charges per month	Total
1	<b>Category of Vehicles on Hire basis</b>			
i	Indica V2-diesel (Non-AC) and its equivalent vehicles as mentioned in the eligibility criteria			
ii	Indigo CS-Diesel (Non-AC) and its equivalent vehicles as mentioned in the eligibility criteria			
iii	Toyota Innova / Ciaz /Scorpio/ Honda City/ Verna and its equivalent			
iv	Bolero/Tavera and its equivalent			
	<b>Hire Charges of all Category of Vehicles (Rs.)</b>			
	<b>Total Amount in Word:</b>			

Signature of Applicant

Name: -

Date:-

Place:-

**Sd/-**

Executive Engineer  
 Division No. IV, BDA  
 Bhubaneswar

**(Signature of Authorized Person)** (With seal)

Date: