



Bhubaneswar Smart City Limited

Block-1, 5th Floor, BMC- Bhawani Mall, Saheed Nagar, Bhubaneswar- 751007

E-mail Id: bbsr.bscl@gov.in, CIN: U74990OR2016PLC020016

Telephone-0674- 2548428 FAX: 0674-2540811

No. 995/BSCL/ 01/2021

Date: 25/03/2021

Request for Proposal (RFP) to provide vehicles on monthly hiring basis to Bhubaneswar Smart City Limited (BSCL), Bhubaneswar.

M/s. Bhubaneswar Smart City Limited (BSCL), Bhubaneswar invites sealed proposals from registered and experienced Travel Agencies to provide different types of vehicles on monthly hiring basis for an initial period of one year to Bhubaneswar Smart City Limited, Bhubaneswar. The details of Terms of Reference (ToR) can be downloaded from the website of BSCL i.e. www.smartcitybhubaneswar.gov.in. Interested agencies may submit their proposal in a sealed cover super-scribing as "RFP to provide vehicles on monthly hiring basis to BSCL" with advertisement number and Date to the General Manager (Admin), Bhubaneswar Smart City Limited, 5th Floor, Block-1, BMC Bhawani Mall, Saheed Nagar, Bhubaneswar-751007 through Speed Post / Registered Post / Courier services only, which should reach on or before 2.00P.M on 09.04.2021 positively and the same will be opened at 3.00 PM on the same day. Proposal received after the due date and time shall be rejected. The undersigned reserves the right to reject any or all the tender without assigning any reason thereof.

By order

General Manager (Administration)
Bhubaneswar Smart city Limited

Bhubaneswar Smart City Ltd.

Draft Request for Proposal



“Hiring of Vehicles for the office of Bhubaneswar Smart City Limited, Bhubaneswar, Odisha”

Tender No: 995, 25/03/2021

Block-1,5thFloor, BMC-Bhawani Mall
Saheed Nagar,
Bhubaneswar-751007

Disclaimer

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), in the documentary form by or on behalf of the Authority or any of its employees, or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Bhubaneswar Smart City Limited (the “**Authority**”) to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their offers pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources. Though adequate care has been taken in the preparation of this RFP, the Bidder should satisfy himself that the document is complete in all respects. Intimation of discrepancy, if any, should be given to the Chief Executive Officer, Bhubaneswar Smart City Limited (BSCL) immediately before the Tender due date. If no intimation is received by the BSCL within the due date, it shall be deemed that the Bidder is satisfied that the RFP is complete in all respects.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this bidding document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the bidding document and any assessment,

assumption, statement or information contained therein or deemed to form part of this document or arising in any way for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this document.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Data to the extent available has been indicated in the Tender Document and the Bidders are suggested to make their own investigations and collect additional data for preparation of the Tender. It is desirable that each Bidder submits its Tender after inspecting the Site; and ascertaining for itself the location, surroundings, access, transport, right of way or any other matter considered relevant by it.

DATA SHEET

1.	Name of the project	RFP for “Hiring of Vehicles for Bhubaneswar Smart City Limited, Bhubaneswar, Odisha”
2.	Tender issued by	Bhubaneswar Smart City Limited (BSCL)
3.	Mode of Bidding	Offline (Hard Copy)
4.	Contract Period	For a period of 1 (One) year and extendable for another 1 (One) year.
5.	Cost of RFP Documents	Rs. 1,000/- (non-refundable), to be paid in form of Demand Draft drawn from any nationalized/ scheduled bank in favour of Chief Executive Officer, Bhubaneswar Smart City Limited, payable at Bhubaneswar
6.	Earnest Money Deposit/Bid Security	Rs. 50,000/- (refundable) to be paid in form of Demand Draft drawn from any nationalized/ scheduled bank in favour of Chief Executive Officer, Bhubaneswar Smart City Limited, payable at Bhubaneswar
7.	Date of Pre-bid meeting	03 .00 PM on 05.04.2021
8.	Last date and time of Submission of hard copy documents	Up to 02.00 P.M. on or before 09.04.2021
9.	Opening of Technical Bid	3.00 P.M. on 09.04.2021
10.	Opening of Financial Bid	Time & Date will be informed to the technically qualified bidder
11.	Place of obtaining RFP Documents	Website: www.smartcitybhubaneswar.gov.in/
12.	Address for Correspondence	General Manager (Admin.) Block-1,5 th Floor, BMC-Bhawani Mall Saheed Nagar, Bhubaneswar–751007 Phone: 0674-2548428 Email:bbsr.bscl@gov.in

1. INSTRUCTION TO BIDDERS

1.1. INTRODUCTION

Bhubaneswar Smart City Limited (the “**Authority**”) intends to hire vehicle on annual rate contract basis initially for a period of one year (extendable to another one year) from highly reputed, capable and experienced vehicle agencies / firms / Cab/ Taxi service providers (the “**Bidder**”) having experience for supply of vehicle for use by Bhubaneswar Smart City Limited (BSCL) at Bhubaneswar, Odisha on as and when required.

The actual requirement of vehicle may increase or decrease at the time of awarding the Agreement and/ or during the Agreement period at the same rate and terms & conditions set forth in the agreement.

1.2. GENERAL INFORMATION

- a) Interested firms/ agencies are advised to go through the Tender documents carefully before participating in the bid.
- b) Interested firms/ agencies shall furnish their bids in original with all credentials/ documents as per the RFP document.
- c) Bhubaneswar Smart City Limited (the “**Authority**”) reserves the right to accept or reject any bid and to annul the process and reject all bids at any time without incurring any liability to the firms.
- d) Any wrong or misleading information submitted by the intending bidders will lead to disqualification.
- e) Bids received after due date and time will not be entertained.

1.3. ELIGIBILITY CRITERIA

Sealed bids are hereby invited from eligible bidders in two parts (Part – 1: Technical Bid and Part – 2: Financial Bid) who satisfies the following eligibility criteria:

- a) A Bidder can be a company incorporated under the Indian Companies Act (ii) a trust registered under the Indian Trusts Act, 1882 or the Bombay Public Trusts Act, 1950 (or other applicable laws) or (iii) a society registered under the Societies Registration Act, 1860 (or other applicable laws) or (iv) a not-for-profit company incorporated under Section 8 of the Indian Companies Act, or (v) a Partnership firm registered under The Partnership act, 1932 or the Limited Liability Partnership (LLP)

incorporated under Limited Liability Partnership Act 2008 Government of India (vi) a Proprietorship firm.

- b) Firm/ Agency should have their own registered office in Bhubaneswar, Odisha. (*Enclosed - An attested copy of the registration certificate of offices in Bhubaneswar, Odisha*).
- c) A Bidder should be a single entity. No JV/ Consortium allowed.
- d) Minimum 02 years of experience in the field of transport service provider.
- e) The Bidder should be able to provide a minimum 10 (ten) vehicles fleet (Hatchback/ Sedan/ SUV/ MUV) of make not older than January'2018 registered in its name in Odisha. The list should also indicate the date of registration of the car. (It is mandatory to submit a copy of the original Registration Certificate, Insurance Certificate, Fitness Certificate, proof of up to date tax payment, etc.)
- f) Bidders should have applicable tax registrations (PAN, GST, etc.) supported by documentary evidence.
- g) The Bidder should have a minimum annual turnover of INR 30 (Thirty) Lakh during last three financial years i.e., 2017-18, 2018-19, 2019-20.

1.4. COST OF TENDER DOCUMENT

The tender document can be obtained on payment of **Rs 1,000/- (Rupees One Thousand only)** in the form of Demand Draft drawn in favour of "Chief Executive Officer, Bhubaneswar Smart City Limited", payable at Bhubaneswar from any nationalized / scheduled bank in India (Non-refundable).

1.5. BID SECURITY / EARNEST MONEY DEPOSIT (EMD)

The bidder should deposit Earnest Money Deposit (EMD) of **Rs 50,000/- (Rupees Fifty Thousand only)** refundable in the form of Demand Draft drawn in favour of "Chief Executive Officer, Bhubaneswar Smart City Limited", payable at Bhubaneswar, Odisha from any nationalized / scheduled bank in India and should have validity for 3 months. EMD of the successful bidder will be returned after submission of Performance Security.

All successful bidders have to deposit the EMD along with the tender document. The bid without EMD and tender document cost shall be summarily rejected, and no correspondence will be entertained on this subject.

EMD shall be forfeited in the following cases:

- i. If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect; and
- ii. If the successful bidder fails to execute the Agreement within the stipulated time or extension thereof, if any granted by BSCL.

1.6. PERFORMANCE SECURITY

The successful bidders(s) shall have to submit a performance security of Rs.50,000/- (Rupees fifty thousand) only in shape of Demand Draft drawn on any Nationalized / Scheduled Bank in favour of "Chief Executive Officer, Bhubaneswar Smart City Limited" payable at Bhubaneswar at the time of signing of the contract. The EMD submitted in technical bid may be adjusted against the performance security.

The performance bank guarantee should remain valid for a period of sixty days beyond the date of completion of all contractual obligations by the firm. In case the Agreement is further extended beyond the initial period, the performance bank guarantee will have to be accordingly renewed by the Successful Bidder. If the successful bidder violates any of the terms & conditions of the contract, the performance security shall be liable for forfeiture.

1.7. BID VALIDITY

The bid shall remain valid for 90 (Ninety) days from the date of submission of the bids. In the event of any Bidder, withdrawing the proposal in and during the bid validity period, for any reason whatsoever; then in such case EMD deposited with the proposal shall be forfeited and appropriated by the BSCL.

1.8. PROJECT DURATION

The Agreement will be initially for a period of 1 (one) year and can be extended for another 1 (one) year at the sole discretion of BSCL.

1.9. SUBMISSION AND MARKING OF PROPOSAL

- The tender shall be prepared and submitted separately in sealed envelopes in two parts clearly indicating on the covers “**Part – 1: Technical Bid**” and “**Part – 2: Financial Bid**” respectively.
- The covers shall be super scribed “**Hiring of Vehicles for the office of Bhubaneswar Smart City Limited, Bhubaneswar, Odisha**”.
- The envelopes shall be properly closed and sealed. If the bids are not submitted separately and are not sealed properly, those shall not be considered at all.
- Bids submitted through Telegraphic, Fax and Emails will not be accepted.
- The bid shall be typed or written in indelible ink and each page shall be initialled by the authorized signatory having Power of Attorney. All the alterations, omissions, additions, or any other amendments made to the TENDER shall also be initialled by the person(s) signing the TENDER.
- Each of the envelopes, both outer and inner, must be super-scribed with the following information:
 - Name & address of Tenderer
 - Contact person name & phone number
 - Tender Name & its Due Date

(A) Part – 1: Technical Bid should contain the following information

- i. Submission of Tender Document Cost in the form of Demand Draft
- ii. Submission of Bid Security / EMD in the form of Demand Draft
- iii. Letter of Proposal (Annexure – 1)
- iv. Power of Attorney (Annexure – 2)
- v. General Information of Bidder (Annexure – 3)
- vi. Self-attested copy of Incorporation / Registration Certificate of firm
- vii. Address proof of registered office in Bhubaneswar
- viii. Self-attested copy of PAN Card
- ix. Self-attested copy of GST Certificate

- x. Financial Capability of Bidder (Annexure – 4). A copy of turn over statement duly certified by the Chartered Accountant along with copies of Audited Balance Sheets and Profit & Loss Statements during last three financial years i.e., 2017-18, 2018-19, 2019-20. (Provisional Profit & Loss Accounts and Balance Sheets shall not be considered).
- xi. Undertaking to provide good conditioned vehicles of not more than 3 years old BS IV / VI vehicle (Annexure – 5).
- xii. Undertaking that the firm has not been debarred/ blacklisted by any Govt. / Semi-Govt. Organizations / PSUs / Banks etc. in India (Annexure - 6).
- xiii. Undertaking that the vehicles to be provided will not belong to any employee of Bhubaneswar Smart City Limited (Annexure - 7).
- xiv. Documents in support of eligibility criteria
- xv. Signed copy of RFP document along with corrigendum/ addendum, if any.

(B) Part – 2: Financial Bid should contain the following information

- i. Financial proposal as per format provided at Annexure –8.
- All envelopes complete in all respects with all necessary attachments/ enclosures/ annexures should be addressed to:

Chief Executive Officer
Bhubaneswar Smart City Limited
Block – 1, 5th Floor, BMC Bhawani Mall,
Saheed Nagar, Bhubaneswar, Khordha-751007, Odisha
Tel: 0674 254 8508, Web: www.smartcitybhubaneswar.gov.in
Email: bbsr.bscl@gmail.com
 - The tender should reach the office of the Chief Executive Officer, Bhubaneswar Smart City Limited by 09.04.2021 at 2.00 P.M.
 - Tenders received after the stipulated time and date or bids with incomplete forms or without proper documentary evidence, etc. will be summarily rejected by the Authority. Conditional bids will not be accepted.
 - The financial bids of those bidders shall be opened whose technical bids are found to be qualified.

1.10. OPENING OF TENDER DOCUMENT

Tender Bids will be opened by a committee at stipulated date and time as mentioned in the data sheet in the office of Chief Executive Officer, Bhubaneswar Smart City Limited. Authorized representatives of the bidders can attend tender opening. If due to any exigency, the due date for opening of tenders is declared as

closed holiday, the tender will be opened on next working day at the same time or any other day and time as intimated by the Authority.

1.11. EVALUATION AND SELECTION OF BIDDER

- Evaluation shall be done separately for Daily Basis and Monthly Basis.
- Only those financial bids will be opened and evaluated whose technical bids are found to be meeting and fulfilling all the eligibility and qualifying requirements of RFP.
- GST will not be taken into consideration for evaluation purpose.
- In case of daily basis, the daily rate (rate/Km, rate/hour) for providing the vehicle shall be inclusive of all the cost pertaining to fuel, lubricants, cost of tyres & tubes, consumables, operation & maintenance inclusive of all major and minor work with spares, parts and all payments towards driver's salary, food cost, overtime, mobile phone and all other charges, as applicable.
- In case of monthly basis, the monthly rate to be paid to the agency for providing the vehicle shall be inclusive of all the cost pertaining to cost of tyres & tubes, consumables, operation & maintenance inclusive of all major and minor work with spares, parts and all payments towards driver's salary, food cost, overtime, mobile phone and all other charges, as applicable.

1.12. AWARD OF CONTRACT

- The Lowest Bid (L1) will be decided upon the lowest price quoted by the particular Bidder as per the Price Bid Format given at Annexure – 9 for each type of vehicle in both the category (Daily & Monthly basis).
- Bidders are required to quote all-inclusive rates excluding taxes and duties levied by Central/State/Local governments.
- The quoted rates, once accepted, shall remain valid till completion of Contract.
- If there is a discrepancy between the unit price and the total price, the unit price will prevail, and the total price will be corrected accordingly. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
- The lowest bidder has to agree to the other charges like lowest rate per extra km and rate per extra hour as offered by other bidders in the tender.

- The Lowest Acceptable Bid will be considered further for placement of contract after complete clarification and price negotiations as decided by the Authority.

2. STANDARD CONDITIONS OF RFP

2.1. SERVICE PROVIDER / AGENCY 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 per SLAs mentioned in the contract.
- c) Agency to ensure that all maintenance work related to assigned vehicle shall be carried out in off duty hours.
- d) In the event of break-down, servicing & repairs of the assigned vehicle the service provider at his own cost shall make alternate arrangement by providing similar or higher class of vehicle(s) for which agreement is entered into. Failure to do so will evoke penalty or possible termination of contract.
- e) The Agency shall not be allowed to sub-let the contract.
- f) The Agency shall only provide vehicles which shall have the comprehensive insurance coverage.
- g) Police verifications for deployed driver shall be ensured by the Agency.

2.2. VEHICLES TO BE DEPLOYED

- a) The vehicle should have commercial license. The vehicle to be provided should not be more than three years old from the date of the Service request. During replacement of the vehicle or driver, as the case may be, the pass/id card issued, if any, shall be surrendered.
- b) The Agency will deploy the vehicle, which is well maintained, cleaned thoroughly both internally and externally. Vehicle shall be equipped with medical kit. The vehicle should have a mobile charger and ambient freshener.
- c) The Agency 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.
- d) The Agency shall ensure that the vehicle should be parked at the place as advised by the Authority 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 Controlling Officer of the Authority. Moving away without the knowledge of the Controlling Officer of BSCL will be considered as non-available and will be liable for penalty.

2.3. DRIVERS TO BE DEPLOYED

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

- a) Drivers possessing a valid commercial driving license shall be deployed by the agency.
- b) Driver should be properly dressed in neat and clean attire. The Agency shall provide at his own cost, proper uniform and badges as per STATE MOTOR VEHICLE RULES (amended up to date) and photo identity cards to the drivers.
- c) The driver of the vehicle deployed for duties must maintain polite & courteous behaviour towards users as well as other staffs of the Mission Directorate. 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) The driver in no case shall report to duty in an inebriated state or consume alcohol while on duty. In such an event, Authority shall have full rights to terminate the contract with immediate effect.
- e) Driver must be having a mobile phone and contact number be provided to the Authority. The agency shall bear any cost related to the mobile call charges by the drivers.
- f) In an event that for any reasons the driver changes his contact number during the tenure of the contract then Agency will immediately notify the Authority of the above change.
- g) The driver shall be reachable at all times during duty hours.
- h) 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.

- i) 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.
- j) 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.

2.4. STATUTORY RULES COMPLIANCES AND TAXES

- a) 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.
- b) 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.
- c) The user department will in no way be responsible for violation of traffic rules and / or infringement of any other law for the time being in force, either by the driver of the vehicle or by the service provider. The driver as well as Agency shall comply with relevant rules and regulations of Motor Vehicles Act and Rules applicable at present or in future during the tenure of the contract and as may be enforced from time to time for which user departments would not be held liable/responsible in any manner whatsoever. Onus of compliance of all the applicable Laws/Acts/Rules including those under Motor Vehicle Acts/Rules shall rest with the Agency only and user/user departments will not be liable in any manner.
- d) 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.
- e) The Agency shall be personally responsible for any theft, misconduct and/or disobedience on the part of drivers so provided by him.
- f) 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.

- g) 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.
- h) The vehicles deployed for duty shall at no point of time carry any person other than personnel authorized by the Authority.
- i) 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.

2.5. OBLIGATIONS OF THE AUTHORITY/ USER DEPARTMENT

- a) Payment shall be made on monthly basis after submission of bill along with the daily logbook and duty slip signed by the user(s) or concerned authorized officer of the Authority.
- b) The Authority shall make the payment towards hiring charges of the vehicle within 30 days from the date of receipt of bills complete in all respect by credit into the bank account of the Agency through ECS/RTGS.
- c) The payment shall be made subject to any deductions such as penalties, statutory deduction etc.
- d) The Authority shall accept the logbook entries updated by Driver. Failure to take action on logbook entries updated by Driver shall result in auto acceptance of reading provided by agency.
- e) All distances shall be calculated from the reporting point. No payment shall be made for journey from garage to reporting point and vice-versa.
- f) In case of monthly basis, the 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 by Authority.
- g) In case of daily basis, duplicate duty slips have to be maintained and one slip has to be retained by the officers using the vehicle with noting of starting / closing Kilometres and time & signature on the duty slip (both original & duplicate).
- h) Rates to be finalized shall be fixed for a period of one year from the date of agreement.
- i) Additional GST as applicable to be paid along with each bill.

2.6. PENALTY

- a) In case of vehicle provided by the concerned agency is not as per terms and conditions of this tender document, this will attract penalty amounting to INR 1500/- per day per vehicle.
- b) 1% of the daily amount (on prorated basis) will be deducted in case of delayed reporting by the driver and INR 1500/- per day will be deducted in case of non-availability of vehicle on any day in case of hiring on monthly basis.
- c) Alternative vehicles will be provided immediately in case of break-down / accident etc. failing which the taxi will be hired from the open market and the expenses incurred thereon shall be deducted from the monthly bill of the Successful Bidder.
- d) If above continues on regular basis, the Authority reserves the right to cancel the Agreement without giving one month's notice and performance security of the Successful Bidder will be forfeited.

2.7. TERMINATION

- a) The Authority shall have the right to terminate the Agreement, upon it giving 1 (one) month notice in writing.
- b) The selected 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 logbook(s) of the vehicle, car pass and pass/id card issued to the driver, if any.

2.8. 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.

2.9. 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.

2.10. 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.

2.11. ASSIGNMENT & CHANGE IN OWNERSHIP/MANAGEMENT

- a) The selected Agency shall not assign or transfer its obligations and or rights under the Agreement to any third party, whether an associated entity or not, whether in whole or in part without the prior written consent of the Authority.
- b) The selected Agency shall immediately notify the Authority, of any change of ownership or management of the Agency's business.

2.12. RESOLUTION OF DISPUTES

The Authority 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 Chief Executive Officer, Bhubaneswar Smart City Limited whose decision will be final and binding on both the parties. The arbitration proceedings if any shall be held in Bhubaneswar.

2.13. APPLICABILITY OF LAWS

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

2.14. LEGAL JURISDICTION

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

3. SPECIAL CONDITIONS OF RFP

3.1. GENERAL TERMS AND CONDITIONS

- i. The Agreement will be initially for a period of one year, commencing from the date of signing of the agreement, which may be extended for a further period of 1 (one) year on the same terms and conditions depending upon the requirement of the Authority. The Authority, however, reserves the right to terminate / curtail the Agreement at any time after giving one month's notice without assigning any reason.
- ii. It is to be ensured through service providers of hired vehicles that the vehicles are kept under optimum running condition and avoid accidents attributable to lack of maintenance/upkeep. The hired vehicles cannot be used for any private/commercial purpose beyond office hours or during holidays.
- iii. The date of purchase of cars/vehicle provided to BSCL under this tender should not be earlier than January 2018.
- iv. Vehicle to be provided by the Successful Bidders should be in perfectly good and sound condition mechanically and suitable for use by Senior Officers.
- v. The vehicles should be comprehensively insured.
- vi. The vehicles will have to be fitted / provided with the following additional accessories / utilities: -
 - a) Clean seat covers
 - b) Quality music system
 - c) Reading lamp
 - d) Tissue paper box
 - e) Car perfume
 - f) Seat Belts (front and Rear)
 - g) Umbrella during Monsoon
- vii. The firm should ensure that the drivers employed hold valid driving license, are well trained, well behaved, reasonably educated, conversant with traffic rules/regulations and city roads /routes as well as security instructions.
- viii. Each driver employed by the firm must have a cell-phone duly activated.

- ix. Each driver provided to the Authority along with the vehicle should have police verification.
- x. Punctuality will have to be ensured and logbook shall be maintained by the drivers for this purpose. The driver should not leave the office in the evening without prior permission of the attached with concerned officer in any case.
- xi. No mileage will be allowed for lunch / tea of the driver.
- xii. A list of drivers who would be deployed on duty along with their valid driving license nos. has to be provided to the Authority. No driver should be changed unless the officer to whom the driver reports is apprised.
- xiii. The Successful Bidder should inform in advance the biodata of all drivers who would be deployed on duty.
- xiv. Declaration from the Successful Bidder on their letterhead stating that the drivers provided are of Good Character, has police verification, have valid driving license.
- xv. The firm should have an adequate number of telephones for contact round the clock and these may be conveyed to this office.
- xvi. In case of breakdown of any vehicle during duty, it shall be the responsibility of the agency to provide a substitute vehicle, which is of similar make as replacement immediately. Any overtime arising due to breakdown of vehicle supplied by Agency shall be on his account and shall not be charged to Authority.
- xvii. A daily record indicating time and mileage for each vehicle shall be maintained by the driver in a logbook in a format as per the Authority's instructions and the log book shall be submitted to concerned officer in Bhubaneswar Smart City Limited regularly for scrutiny and certification.
- xviii. In case of vehicle engaged on monthly basis, the driver of the vehicle shall maintain the daily logbook regarding the mileage and time from the point of departure and arrival.
- xix. In case the vehicle is hired on monthly basis but not attached to any specific officer, i.e., the vehicle is in common pool; the point of kilometre reading & time of arrival shall start from the authority office and end with the authority office as a centre of destination.

- xx. Once the hiring of vehicles commences from the Successful Bidder, the vehicles and drivers should not be changed unless so requested for by the Authority. The vehicle must be available at any time of day as desired by the Authority.
- xxi. The driver provided by the contractor should fulfil the following conditions:
 - a) Should be in possession of valid driving license issued by RTO.
 - b) Should not smoke; chew Pan / Pan masala / Tobacco.
 - c) Should be conversant with the routes of all Government buildings and important roads within Bhubaneswar.
 - d) Should not indulge in any activity inimical to security of the officers travelling in his car.
- xxii. The Successful Bidder must also ensure that all the necessary documents (Registration Certificate, Insurance papers, PUC certificate, driving license etc.) are available with the driver deployed for duty for the Authority.
- xxiii. The Successful Bidder has to submit an acceptance letter indicating type of vehicle and rates and acceptance of all terms and conditions levied therein within 7 (Seven) days of issuance of Work Order. He is required to execute an Agreement before the service is started and within 15 (Fifteen) days of issuance of Work Order.
- xxiv. The Successful Bidder has to commence the cab/taxi services within 7 (Seven) days of execution of the Agreement.
- xxv. The liability of the Authority will be limited to the hiring charges agreed in the Agreement. No additional terms & conditions over and above the conditions stipulated above shall be entertained by Authority.
- xxvi. The Successful Bidder shall be responsible for compliance of all statutory provisions related to minimum wages, other dues, labour laws and welfare schemes etc. applicable to the drivers deployed by them in the Authority.
- xxvii. While the Authority has a regular requirement for hiring taxis, it shall have the right not to utilize the services at all at any time for any period without giving any notice. The Authority will also reserve the right to hire cabs/taxis from any other provider of such services even during the period of Agreement.
- xxviii. In case of breach of any of terms and conditions mentioned in this tender document, the Authority shall have the right to cancel the work order without

assigning any reason thereof, and nothing shall be payable by the Authority in that event. The Security Deposit in the form of Performance Bank Guarantee shall be forfeited.

- xxix. The Performance Bank Guarantee can be forfeited by order of the Authority in the event of any breach or negligence or non-observance of any terms / conditions of Agreement or for unsatisfactory performance or for non-acceptance of the work order or non-execution of Agreement or non-commencement of services as per the timeline mentioned in this tender document. During the Agreement period or even after expiry of the Agreement to cover any incorrect or excess payments made on the bills to the Successful Bidder, shall be retained until the final confirmation report on the account of firm's bill has been received and examined.
- xxx. For all disputes / differences / interpretation etc. whatsoever arising out of or relating to this tender, meaning and operation or effect of this tender or the breach thereof, decision of the Authority shall be final and binding on both parties.
- xxxi. Bidder submitting a tender would be presumed to have read and fully understood all the terms and conditions and instructions contained in the tender documents and parts / annexure thereof. No enquiry, verbal or written, shall be entertained in respect of acceptance / rejection of the tender.
- xxxii. Inspection of vehicles / drivers shall be carried out from time to time by Authorized Officer or his representative in the Authority.
- xxxiii. Any dispute with regard to any point in connection with hiring of vehicles will be referred to the Authority, who will discuss the dispute mutually and the decision taken will be final and binding.
- xxxiv. For all disputes / differences / interpretation etc. whatsoever arising out of or relating to this tender document, meaning and operation or effect of this tender document or the breach thereof, decision of the Authority shall be final and binding on both parties.
- xxxv. The terms and conditions based on which the agency is selected for providing Cab/Taxi services be an integral part of the Agreement.
- xxxvi. The Selected Bidder shall be responsible for obtaining at his own cost all the statutory approvals/ permits/ License/ permission as required under the applicable laws for execution of the contract.

- xxxvii. The Selected Bidder during the term of service shall pay all rates taxes and all other charges due and becoming due in respect of providing vehicle service.
- xxxviii. If the services are the found to be unsatisfactory and the bidder violates any of the terms and conditions of contract, the Authority reserves the right to terminate the agreement at any time without any notice and forfeit the entire amount of security deposit.
- xxxix. In case of the service provider intends to withdraw the services and terminate the contract, it shall be mandatory upon him to provide one month notice before such withdrawal of service and termination of the contract.

PART – 1: TECHNICAL BID

ANNEXURE – 1: LETTER OF PROPOSAL

(To be submitted on Bidders Letterhead)

To

Chief Executive Officer,
Bhubaneswar Smart City Limited
5th Floor, Block - 1, BMC Bhawani Mall
Saheed Nagar, Bhubaneswar,
Khordha-751007
Odisha

Sub: RFP for Hiring of Vehicles for Bhubaneswar Smart City Limited, Bhubaneswar, Odisha

Dear Sir,

1. With reference to your RFP document dated, I/we, having examined the Tender Documents and understood their contents, hereby submit my/our tender for the aforesaid subject. The Tender is unconditional and unqualified.
2. All information provided in by me/us is/are true and correct. I/We undertake and confirm that, if any information is found to be false / misrepresented comes to the notice of BSCL at any stage, then it may take suitable action against as deemed fit by the BSCL. In such case the EMD and or Performance Security, shall stand forfeited and I/We will have no claim whatsoever.
3. I/ We acknowledge the right of the Authority to cancel the tender process at any time or to reject any Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. **I/ We certify that, I/We have not been barred or blacklisted by any Central and/or State Government in India.**
5. I/ We declare that:
 - i. I/ We do not have any conflict of interest.
 - ii. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the Tender, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
6. I/ We shall make available to the BSCL any additional information it may find necessary or require to supplement or authenticate the Tender.
7. **I/We certify that in the last three years, I/we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.**

8. I/ We declare that I/we am/are not a Member or partner of a/ any other firm submitting a Tender for the Project
9. In the event of my/ our being declared as the successful Tenderer, I/We agree to enter into an Agreement in accordance with Agreement Terms provided in this Tender Document. We agree not to seek any changes in the aforesaid draft and agree to abide by the same
10. The **Financial bid** has been quoted by me/us after taking into consideration all the terms and conditions stated in the Tender Document.
11. I/We agree to keep this offer valid as per "Clause 1.7", from the Tender Due Date specified in the Tender.
12. I/ We further certify that in regard to matters relating to tender and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
13. The cost of tender and Bid security (EMD) is attached as per the Clause 1.4 and 1.5 of the RFP documents respectively.
14. I/We agree and undertake to abide by all the terms and conditions of the tender document.

I/we submit Technical Proposal (Part - 1) and Financial Proposal (Part - 2) under and in accordance with the terms of the Tender.

Place:

Date:

For and on behalf of:
Name of the Agency:
Name of the Authorized Signatory:
Designation of the Authorized Signatory:

ANNEXURE – 2: POWER OF ATTORNEY

(To be submitted on Rs 100/- non-judicial stamp paper)

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us/ and holding the position of], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our tender for **“Hiring of Vehicles for Bhubaneswar Smart City Limited, Bhubaneswar, Odisha”** by the Bhubaneswar Smart City (BSCL) “Authority”) including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Pre Bid Meeting and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our tender for the said services and/or upon award thereof to us and/or till the entering into of the Agreement with the Authority

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney 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, 20**.

For _____

(Signature)

(Name, Title and Address)

Witnesses: 1 2.

(Signature)

(Name, Title and Address of the Attorney)

Accepted [Notarized]

Notes:

- The mode of 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 common seal affixed in accordance with the required procedure.

- Also, wherever required, the Tenderer should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Consultant.
- 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 of Attorney is being issued.

ANNEXURE – 3: GENERAL INFORMATION OF BIDDER

(Documents to be submitted in the manner as given below)

1.	Name of the agency:	
2.	Address with telephone no., fax and Email ID of the agency:	
3.	Date & Place of Incorporation /Registration:	(Attach self-attested copy of the Registration Certificate of the firm)
4.	Address of the Registered Office/ Branch office in Bhubaneswar	(Attach address proof)
5.	Name and designation of the authorized signatory:	
6.	Tender Document Cost:	(in shape of Demand Draft)
7.	Bid Security / EMD:	(in shape of Demand Draft)
8.	GST Certificate	(Attach self-attested copy of GST Registration Certificate)
9.	PAN Card	(Attach self-attested copy of PAN Card)
10.	Turnover Certificate duly certified and attested by Chartered Accountant for last 3 Financial Years i.e. 2017-18, 2018-19 & 2019-20	In the format provided at Annexure – 4. (Attach self-attested copies of Audited and Balance Sheets and Profit & Loss Accounts Statements of the last three financial years i.e. 2017-18, 2018-19 & 2019-20)
11.	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.	In the format provided at Annexure – 5. (Attach Undertaking with signature and stamp of the agency)
12.	Undertaking that the firm has not been debarred/ blacklisted by any Govt. / Semi-Govt. Organizations / PSUs / Banks etc. in India.	In the format provided at Annexure – 6. (Attach Undertaking on non-judicial stamp of Rs 20/- (original copy) with signature and stamp of the agency)
13.	Undertaking that the vehicles to be provided will not belong to any employee of Bhubaneswar Smart City Limited.	In the format provided at Annexure – 7. (Attach Undertaking with signature and stamp of the agency)

DECLARATION:

I/ we hereby certify that the terms and conditions given in the RFP 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 Bhubaneswar Smart City Limited in future.

Place:

Date:

For and on behalf of:

Name of the Agency:

Name of the Authorized Signatory:

Designation of the Authorized Signatory:

ANNEXURE – 4: FINANCIAL CAPABILITY OF BIDDER

(To be provided in the below format duly certified by the Chartered Accountant)

Certificate of the Chartered Accountants/Statutory Auditors

Based on Audited Accounts and other relevant documents provided by _____ (name of bidder), we M/s _____, Chartered Accountants/ Statutory Auditors, hereby certify that the information provided below is correct and best to our knowledge.

Particulars	FY 2017-18 (INR Lakh)	FY 2018-19 (INR Lakh)	FY 2019-20 (INR Lakh)
Average Annual Turnover of the Applicant from the business of providing cab/taxi service			

Signature and Seal of Chartered Accountants/Statutory Auditors

Note:

- I. Average Annual Turnover amount shall not be considered for evaluation if this certificate is not signed and stamped by the auditor/CA certifying Average Annual Turnover.
- II. Attach audited balance sheets and profit & loss statements of last 3 years

ANNEXURE - 5: UNDERTAKING TO PROVIDE GOOD CONDITIONED VEHICLES

(To be submitted on Bidders Letterhead)

To

Chief Executive Officer,
Bhubaneswar Smart City Limited
5th Floor, Block - 1, BMC Bhawani Mall
Saheed Nagar, Bhubaneswar,
Khordha-751007
Odisha

We hereby confirm and declare that in pursuant to your RFP document dated, we will provide good conditioned vehicles (not more than 3 years old BS IV/VI compliance vehicle) along with all necessary documents required under traffic rule for the purpose of this agreement.

Place:

Date:

For and on behalf of:
Name of the Agency:
Name of the Authorized Signatory:
Designation of the Authorized Signatory:

ANNEXURE - 6: UNDERTAKING REGARDING BLACKLISTING / NON - DEBARMENT

(To be submitted on Rs 20/- non-judicial stamp paper)

To

Chief Executive Officer,
Bhubaneswar Smart City Limited
5th Floor, Block - 1, BMC Bhawani Mall
Saheed Nagar, Bhubaneswar,
Khordha-751007
Odisha

We hereby confirm and declare that in pursuant to your RFP document dated, we, M/s -----, is not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 5 years.

Place:

Date:

For and on behalf of:
Name of the Agency:
Name of the Authorized Signatory:
Designation of the Authorized Signatory:

ANNEXURE - 7: UNDERTAKING REGARDING VEHICLE BELONGINGNESS

(To be submitted on Bidders Letterhead)

To

Chief Executive Officer,
Bhubaneswar Smart City Limited
5th Floor, Block - 1, BMC Bhawani Mall
Saheed Nagar, Bhubaneswar,
Khordha-751007
Odisha

We hereby confirm and declare that in pursuant to your RFP document dated, we, M/s -----, certify that the vehicle to be provided under this agreement will not belong to any employee of Bhubaneswar Smart City Limited, Bhubaneswar in whatsoever manner.

Place:

Date:

For and on behalf of:
Name of the Agency:
Name of the Authorized Signatory:
Designation of the Authorized Signatory:

PART – 2: FINANCIAL BID
ANNEXURE – 8: FINANCIAL PROPOSAL
 (To be submitted on Bidders Letterhead)

Dated:

To

Chief Executive Officer,
 Bhubaneswar Smart City Limited
 5th Floor, Block - 1, BMC Bhawani Mall
 Saheed Nagar, Bhubaneswar,
 Khordha-751007
 Odisha

RATE QUOTATION

A. Daily Basis Rate (Exclusive of GST)

1. Diesel Vehicle (All AC)

SN	Type of Vehicle	Rate for 100kms/ 12 hours a day (Rs.)	Rate per extra km (Rs.)	Rate per extra hour (Rs.)
		(i)	(ii)	(iii)
1.	Tiago / Bolt /Celerio			
2.	Swift Dzire / Xcent / Etios			
3.	Ciaz / Honda City			
4.	Innova Crysta / Hexa / XUV			
5.	TUV / Bolero / Tata Sumo Gold / Ertiga			
6.	Scorpio / Creta / Mahindra Marazzo			

2. Petrol Vehicle (All AC)

SN	Type of Vehicle	Rate for 100kms/ 12 hours a day (Rs.)	Rate per extra km (Rs.)	Rate per extra hour (Rs.)
		(i)	(ii)	(iii)
1.	Tiago / Bolt /Celerio			
2.	Swift Dzire / Xcent / Etios			
3.	Ciaz / Honda City			
4.	Innova Crysta / Hexa / XUV			
5.	TUV / Bolero / Tata Sumo Gold / Ertiga			
6.	Scorpio / Creta / Mahindra Marazzo			

B. Monthly Basis Rate (Exclusive of GST)**1. Diesel Vehicle (All AC)**

SN	Type of Vehicle (Fuel supplied by BSCL)	Monthly Rate up to (Rs.)
1.	Tiago / Bolt /Celerio	
2.	Swift Dzire / Xcent / Etios	
3.	Ciaz / Honda City	
4.	Innova Crysta / Hexa / XUV	
5.	TUV / Bolero / Tata Sumo Gold / Ertiga	
6.	Scorpio / Creta / Mahindra Marazzo	

2. Petrol Vehicle (All AC)

SN	Type of Vehicle (Fuel supplied by BSCL)	Monthly Rate up to (Rs.)
		(i)
1.	Tiago / Bolt /Celerio	
2.	Swift Dzire / Xcent / Etios	
3.	Ciaz / Honda City	
4.	Innova Crysta / Hexa / XUV	
5.	TUV / Bolero / Tata Sumo Gold / Ertiga	
6.	Scorpio / Creta / Mahindra Marazzo	

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

Place:

Date:

For and on behalf of:

Name of the Agency:

Name of the Authorized Signatory:

Designation of the Authorized Signatory:

Note:

- The rate quoted shall be inclusive of all the cost pertaining tyres & tubes, consumables, operation & maintenance inclusive of all major and minor work with spares, parts and all payments towards driver's salary, food cost, mobile phone and all other charges, as applicable.
- In case of daily basis rate quote, the bidder quoting the lowest amount in (i) will be required to meet the lowest charges as offered by other bidders in the tender under rate per extra km (ii) and rate per extra hour (iii).
- GST will be paid extra as applicable and will not be considered for evaluation.
- The bidder must take into consideration the Finance Department, Government of Odisha circular no. 30464 dated 06.09.2019 while making the quotation for the above work.