



Bhubaneswar Municipal Corporation

Progress through Partnership for better Bhubaneswar

XXXVI-333/2022/78

RFP No:

13647

Date: 22-03-2023

RFP for "Selection of an Agency for supply of 03 (three) nos. of Funeral Vehicle to Bhubaneswar Municipal Corporation (BMC)"

Bhubaneswar Municipal Corporation (BMC) invites sealed proposals from intending agencies having the requisite qualification as per terms stipulated in the detailed RFP document for undertaking the work of supplying 03 nos. of Funeral Vehicle to Bhubaneswar Municipal Corporation (BMC). The detailed RFP document shall be made available on the website bmc.gov.in from 22.03.2023 at 12:00 noon onwards. The pre-bid meeting is scheduled to be held on Dt 31.03.2023 at 4:00 PM in the Conference Hall located on 4th floor of new BMC building. The last date of receipt of proposals is till 5:00 PM on 11.04.2023. For any clarification, an e-mail may be sent on bmcpcmu@bmc.gov.in.

By Order,

Deputy Commissioner (Procurement)
Bhubaneswar Municipal Corporation

Memo No. 13648 / BMC Dt. 22-03-2023

Copy to Dy. Commissioner (PR & Communication)/ Director, I & PR to publish the notice in 1 (one) English daily i.e., Times of India, and 2 (two) Odia daily i.e., Sambad and Dharitri on 22.03.2023.

Deputy Commissioner (Procurement)
Bhubaneswar Municipal Corporation

Memo No. 13649 / BMC Dt. 22-03-2023

Copy to DC (IT) for uploading this notice on BMC website.

Deputy Commissioner (Procurement)
Bhubaneswar Municipal Corporation

Memo No. 13650 / BMC Dt. 22-03-2023

Copy to C.A. to Additional Commissioner – I, BMC for kind information of Additional Commissioner – I, BMC.

Deputy Commissioner (Procurement)
Bhubaneswar Municipal Corporation

Request For Proposal (RFP)
For
Selection of an Agency
for supply of
"3 nos. of Funeral Vehicle"
to Bhubaneswar Municipal Corporation (BMC)

RFP No. 13647 dated 22.03.2023



BHUBANESWAR MUNICIPAL CORPORATION

Vivekananda Marg,
Near Kalpana Square,
Bhubaneswar – 751014

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DISCLAIMER

The information contained in this Request for Proposal ("RFP") or subsequently provided to bidders, whether verbally or in documentary or any other form by or on behalf of Bhubaneswar Municipal Corporation (herein after referred to as BMC) or any of its employees or advisors, is provided to bidders 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 document is not an agreement and is neither an offer nor invitation by the BMC 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 the formulation of their bids for qualification pursuant to this RFP (the "Bid"). This RFP document does not purport to contain all the information that each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the BMC and its employees or advisors to consider the objectives, technical expertise, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, 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.

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. BMC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

BMC and its employees and advisors make no representation or warranty and shall have no liability to any person, including any 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of this RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this bid stage.

BMC 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 RFP document.

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

The issue of this RFP document does not imply that the BMC is bound to select a Bidder or to appoint the agency, as the case may be, for the project and the BMC reserves the right to reject all or any of the Proposals 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 BMC 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 BMC 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.

A. BIDDING SCHEDULE

S.No	Activity	Date & Time (IST)
1	Period of availability of RFP document for bidding	From Dt. 22/03/2023 from 12:00 PM to Dt. 11/04/2023 Up to 5:00 PM
2	Pre-Bid Meeting	Dt. 31/03/2023 at 4:00 PM in the Conference Hall located on the 4 th floor of new BMC building
3	Last date & time for submission of RFP document	Dt. 11/04/2023 Up to 5:00 PM
4	Date & Time of opening of the Technical Bids received	Dt. 11/04/2023 at 5:30 PM
5	Date & Time of opening of the Financial Bids	To be initiated later on to the qualified Bidder after evaluation of technical bids

B. DATA SHEET

SN	Activity	Details
1.	Name of the Client	Environment Officer Bhubaneswar Municipal Corporation Vivekananda Marg, Near Kalpana Square, Bhubaneswar - 751014, Odisha
2.	Method of Selection	Least Cost Selection (L1)
3.	Proposal Validity Period	120 days
4.	Tender Document Cost (Non-Refundable)	Rs. 11,800/- in the form of Demand Draft only drawn from any Scheduled Commercial Bank in India in favor of "Commissioner, Bhubaneswar Municipal Corporation" payable at Bhubaneswar
5.	Earnest Money Deposit (EMD)	Rs. 1,80,000/- in the form of Demand Draft only drawn from any Scheduled Commercial Bank in India in favor of "Commissioner, Bhubaneswar Municipal Corporation" payable at Bhubaneswar
6.	Performance Bank Guarantee (PBG)/ Performance Security	3% of the contract value

C. INSTRUCTION TO BIDDERS

1. Introduction

Bhubaneswar Municipal Corporation (BMC) is the largest Urban Local Body of the State. BMC has undertaken pioneering work in various fields and perceives its role as principal provider of services with the goal of providing **a better quality of life to the residents of Bhubaneswar**. However, it has been found that many times citizens are deprived of getting the services of dead body carrying vehicles to complete the rituals of funeral in time.

Therefore, BMC intends to avail the services of qualified and experienced agency that can undertake the work of supply of Funeral Vehicle (the "**Vehicle**") to Bhubaneswar Municipal Corporation in order to provide uninterrupted services to the citizens to carry the dead body to the designated crematorium.

2. Scope of Work

The bidder shall be required to supply/ deliver 03 (three) nos. of Funeral Vehicles as per the specification detailed out in clause no. 7 of RFP.

3. Eligibility Criteria

- a) The bidder should be a legal entity such as Company/ Proprietorship Firm/ Partnership Firm/ Original Equipment Manufacturer (OEM)/ Authorized Dealer/ Authorized Business Partner registered under relevant act(s)/ rules in India. *(Copies of Incorporation / Registration certificate to be enclosed).*
- b) The bidder should have minimum annual average turnover of Rs 100.00 Lakhs during the last 03 (three) Financial Years i.e. FY 2019-20, FY 2020-21 and FY 2021-22. *(Turnover certificate duly certified by CA and copies of ITR, Balance Sheet and Profit & Loss Account Statement to be submitted).*
- c) The bidder must have executed minimum two work orders of supplying at least 01 (one) utility vehicle or funeral vehicle to any Central/ State Government/ PSU / ULBs etc. during the last 05 years in India prior to the date of issue of this RFP. *(Copy of Work Order/ Completion Certificate to be submitted).*
- d) The bidder should have not been debarred/ blacklisted by any Central / State government department / public sector undertaking / other government entities or local body in last 05 years in India prior to the date of issue of this RFP. *(Undertaking to be submitted on non-judicial stamp paper).*
- e) The bidder should have valid PAN Card and GST registration certificate.
- f) If the bidder is a dealer, then the bidder shall submit the authorized dealer/ authorized business partner certificates of the Original Equipment Manufacturer (OEM) along with the technical bid documents. In case bidder is an Original Equipment Manufacturer (OEM) of the funeral vehicle and intended to supply under this tender then a certificate of registration under MSME/ NSIC/ DIC/ Registrar of Companies needs to be provided.
- g) The bidder through its authorized service center/ workshop/ office available within

the jurisdiction of Bhubaneswar shall provide the required maintenance services and further the bidder shall submit the name and details of the service engineers (min. 2 nos.) working in the authorized service center or workshop. The bidder shall submit authorized service center certificate in this regard.

- h) Joint Venture/ Consortium not allowed.
- i) Conditional proposals submitted by the bidder shall stand canceled.

4. Tender Document Cost

- a) The bidder is required to submit tender document cost along with the proposal amounting to **Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred Only)** in the form of **Demand Draft** only drawn from any Scheduled Commercial Bank in India in favor of "Commissioner, Bhubaneswar Municipal Corporation" payable at Bhubaneswar.
- b) Any proposal not accompanied by tender document cost shall be summarily rejected.

5. Earnest Money Deposit (EMD)

A Bidder is required to deposit, along with its Bid, a Bid Security amounting to **Rs. 1,80,000/- (Rupees One Lakh Eighty Thousand Only)** in the form of **Demand Draft** only drawn from any Scheduled Commercial Bank in India in favor of "Commissioner, Bhubaneswar Municipal Corporation" payable at Bhubaneswar. The Bid shall be summarily rejected if it is not accompanied by the Bid Security/ EMD.

6. Performance Security

The selected bidder, for due and faithful performance of its obligations under the contract, shall be required to provide a "Performance Security" for an amount equal to 3% of total contract value in the form of a 'Bank Guarantee' / 'Demand Draft' issued from any Scheduled Commercial Bank in India drawn in favour of "Commissioner, Bhubaneswar Municipal Corporation" payable at Bhubaneswar, to Bhubaneswar Municipal Corporation prior to signing of Agreement. The performance security shall remain valid till the end of the contract period and beyond 3 months from the contract's expiry period. No interest whatsoever shall be paid on the amount of Performance Security deposited by the agency.

7. Technical Specification

Specification	Sub-Specification	Value
GENERIC		
	Engine	2953(CC) or more
	Category of vehicle for which Chassis to be used	Light Capacity Commercial Vehicles
	Type of Chassis	Chassis with face cowl
	Body Style	Customizable
	Chassis with Built up Cabin	Yes
	Type of Fuel	Diesel
	Vehicle Emission Compliance	BS VI
	Chassis Transmission System	Manual
	Max Engine Power BHP	140 HP or more

Specification	Sub-Specification	Value
	Max Engine Torque (N-m)	360 NM or more
	Engine Aspiration	Turbocharged Intercooled
	No. of Cylinder in Engine (Nos)	4
	Ground Clearance (mm)	238 mm or more
	Wheel Base (mm)	2685 mm or more
	Kerb Weight (Kg)	2270 kg or more
	Gross vehicle Weight (Kg)	6250 kg or more
	Type of Steering	Power
	No of Axle (Nos)	2
	Axle Configuration (No of Outside Tyre x No of Driving Tyre)	2x2
	Type of Front Axle and Suspension System	Rigid axle with parabolic over slung suspension with double acting shock absorber
	Type of Rear Axle and Suspension System	Fully floating single reduction, semi elliptic leaf spring with double acting shock absorber
	No. of Speed / Forward Gears (Nos)	5
	ABS Fitted	NO
	Front Vehicle Brake	Vacuum assisted hydraulic drum brake
	Rear Vehicle Brake	Vacuum assisted hydraulic drum brake
	Type of Clutch	Single plate dry
	Design of Chassis	Full Frame chassis
	Body Options	Customise-able
	Full Tank Capacity (Ltrs)	90 or more
	Length of Chassis (mm)	4890 or more
	Width of Chassis (mm)	1850 or more
	Height of Chassis (mm)	2250 or more
	Grade ability of Chassis (%)	27% or more
	Type of Vehicle Tyre	Tube
	Size of Front Tyre	8.25 – 16 LT, 16 PR
	Size of Rear Tyres	8.25 – 16 LT, 16 PR
	Size of Wheel	6 G 16
	Speed Governors	YES
	Side View Mirror	YES
	Standard Spare wheel and Tool Kit	YES
	Fog Lights	NO
	Speed, Max (Km/Hr)	80
	Turning Radius (mm)	6200mm or less
	Warranty Period inclusive of warranty of Battery (Month)	36
	Battery Warranty (Month)	24
	Warranty Distance (Km)	300000/ 3 year whichever is earlier
	No. Of Free Service (Nos)	3
	Low Fuel warning Light	YES

8. Terms & Conditions

8.1. The successful bidder shall strictly adhere to the standard technical specification

provided in the RFP for supply of Funeral Vehicle to BMC.

- 8.2. The vehicle must be approved by Automotive Research Association of India (ARAI). The approval certification needs to be submitted by the bidder.
- 8.3. The successful bidder shall ensure supply of Funeral Vehicles within a period of 60 days from the date of signing of agreement as per the schedule given below:

SN	Delivery Period	Timeline
1	Delivery of 1 st Vehicle	Within 45 days from the date of signing of agreement
2	Delivery of 2 nd Vehicle	Within 60 days from the date of signing of agreement
3	Delivery of 3 rd Vehicle	Within 75 days from the date of signing of agreement

- 8.4. The successful bidder at its own cost shall deliver the Funeral Vehicles to BMC and shall do the required comprehensive insurance of Funeral Vehicles.
- 8.5. The successful bidder shall provide on job training and arrange time to time technical orientation session for the persons nominated by BMC on preventive/scheduled/breakdown maintenance of Funeral Vehicles.
- 8.6. The successful bidder shall submit the detailed design and tender specification of Funeral Vehicle to BMC and validate the same from the office of AEE (Mechanical), BMC.
- 8.7. The supply is comprehensive inclusive of operational support on the funeral vehicle supplied under this RFP. Any problem related with maintenance shall be attended & rectified by the selected agency/ supplier during the warranty period.
- 8.8. The successful bidder will undertake preventive maintenance measures as a part of overall responsibility for maintenance of the funeral vehicle during the warranty period.
- 8.9. All materials/ parts/ spares provided shall be of good quality from reputed manufacturers.
- 8.10. Copies of all operation and preventive maintenance manuals etc. should be provided of the vehicle and equipment at the time of delivery of vehicle and equipment to BMC.
- 8.11. The successful bidder shall have to provide warranty of 03 (three) years on the funeral vehicle and for all the parts installed in the vehicle. The successful bidder has the responsibility to supply and provide services against any manufacturing/mechanical defects. The bidder should provide the details of vehicle parts, equipment's, spares, etc. coming under the warranty.
- 8.12. The successful bidder through its own workshop/ authorized dealer/ authorized Channel Partner having service center at Bhubaneswar should undertake the service of the vehicle and equipment. In case of breakdown at the site work, the successful bidder shall ensure and provide the site service through its trained personnel within 24 hours of breakdown. The manufacturing defective parts required to be changed/ replaced during the warranty period shall be borne by the successful bidder.

- 8.13. During the warranty period, the successful bidder at its own cost shall undertake routine checkup of the vehicle and all its parts in every three months till completion of the warranty period. If there is a requirement of replacement/ repair of any part, the same must be resolved within 24 hours by the successful bidder. The successful bidder shall ensure that each part of the vehicle to be supplied/ replaced shall be new and the bidder shall submit a list of replaced part in this regard to BMC.
- 8.14. Maintenance work during the warranty period such as greasing, and lubrication shall be carried out by the successful bidder by its own or through its authorized dealer with free of cost.
- 8.15. In the event of any correction of defects or replacement of defective parts is undertaken during the warranty period, then warranty for the corrected/replaced part shall be extendable to the period as per applicable rules of the OEM of the corrected/replaced part. A certificate in this regard shall be submitted by the successful bidder.
- 8.16. In case of breakdown of funeral vehicle during the warranty period, the BMC reserves the right to hire/lease the funeral vehicle from elsewhere at the risk and cost of the successful bidder and the BMC shall recover all such extra cost from the payments to be made to the successful bidder or from the Performance Security submitted by the successful bidder.
- 8.17. BMC or its representative may inspect and/or test the funeral vehicle to confirm their conformity to the RFP specifications, prior to dispatch from the bidder/ manufacturer's premises. In this regard, the successful bidder shall arrange the transportation, lodging and food for the BMC or its representative at his own cost.
- 8.18. However, on arrival of the funeral vehicle at BMC location, the BMC or its representative shall have the right to inspect and/or test any or all the funeral vehicles to confirm their conformity as per RFP specification. If the vehicle is not as per specified specification & conditions, the successful bidder shall rectify the deficiency or replace the vehicle to the satisfaction of the BMC and or its representative.
- 8.19. BMC may enter into an Annual Maintenance Contract (AMC) agreement with the selected agency after completion of warranty period at the rate, period and conditions as determined by BMC.
- 8.20. BMC depending upon its requirement within a period of six month from the date of issuance of work order/ signing of agreement with selected agency may procure additional funeral vehicles from the selected agency (L1 bidder) at the rate quoted by them in their financial proposal.

9. Payment Terms

The payment will be made by the BMC to the selected agency ("L1" bidder) after successful completion of delivery of vehicle to the BMC.

SN	Percentage of contract value with respect to delivery of vehicle	Milestone
1.	90% of contract value per vehicle	Upon successful delivery of vehicle to the BMC
2.	2.5% of contract value per vehicle	After successful completion of first year of warranty period of each vehicle
3.	2.5% of contract value per vehicle	After successful completion of second year warranty period of each vehicle
4.	5% of contract value per vehicle	After successful completion of third year warranty period of each vehicle

Note: All the invoices need to be duly certified from the office of AEE (Mechanical), BMC for realization of payment from BMC.

10. Number of Bids and Cost thereof

- 10.1. No Bidder shall submit more than one Bid for the Project. Violation of this shall lead to disqualification of the bidder. Conditional bids will not be accepted.
- 10.2. The Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. BMC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

11. Validity Of Bids

- 11.1. The proposal shall remain valid for a period not less than 120 (One Hundred and Twenty) days from the bid due date ("Proposal Validity Period"). Validity of Proposal shall be extended for a specified additional period at the request of BMC with same terms & condition.
- 11.2. A bidder agreeing to the request will not be allowed to modify his proposal for the period of such extension.

12. Right To Accept or Reject Any or All Bids

- 12.1. Notwithstanding anything contained in this RFP, BMC reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons, therefore. In the event, the BMC rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 12.2. BMC reserves the right to reject any Bid and/ or Tender if:
 - (i) at any time, a material misrepresentation and/or false information is made or uncovered, or
 - (ii) the Bidder does not provide, within the time specified by the BMC, the supplemental information sought by the BMC for evaluation of the Bid.

13. Contract Period

The total contract period will be of 03 years till the end of the warranty period.

The contract may be extended for a further period, on mutual consent depending upon the performance of the selected agency. The decision on period of extension, if any shall be made by the BMC only and the same cannot be challenged in any forum.

14. Pre-bid Meeting

14.1. Interested agencies may send their queries to BMC in writing in bmcpcmu@bmc.gov.in and the same should reach before 01 (one) day from the date of Pre-Bid Meeting as mentioned in the Schedule of RFP. The queries received after the prescribed date will not be entertained by BMC.

14.2. The queries must be submitted in following format only:

RFP Name:			
Subject: Request for Clarification			
Name and Address of the Organization submitting query:			
Name and Position of Person submitting query:			
Contact details of the Organization / Authorized Representative: Tel: Mobile: Fax: Email:			
S.No.	RFP Clause No. / Page No.	Content of RFP requiring clarification	Points of clarification required
1.			
2.			
3.			

14.3. The responses to the queries will be uploaded on website www.bmc.gov.in without identifying the source of queries. All the bidders are requested to be in touch with the BMC website.

14.4. The bidder's designated representatives are invited to attend the Pre-Bid Meeting at their own cost, to be held on the specified date and place as mentioned below:

**Mini Conference Hall
Bhubaneswar Municipal Corporation
Vivekananda Marg,
Near Kalpana Square,
Bhubaneswar - 751014, Odisha**

14.5. BMC shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the BMC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the BMC to respond to any question or to provide any clarification.

14.6. BMC may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the BMC shall be deemed to be part of the RFP document. Verbal clarifications and information given by the BMC or its employees or representatives shall not in any way or manner be binding on the BMC.

15. Amendment of RFP

15.1. At any time prior to the Bid Due Date, BMC may, for any reason, whether at its own

initiative or in response to clarifications requested by any Bidder, modify the RFP by the issuance of Addendum or a Corrigendum.

15.2. Any Addendum or a Corrigendum thus issued will be a part of the RFP and shall be published online on the BMC website www.bmc.gov.in. BMC will assume no responsibility for receipt of the Addendum and Corrigendum.

15.3. In order to accord the Bidders a reasonable time for taking an Addendum or a Corrigendum into account, or for any other reason, BMC may, in its sole discretion, extend the Bid Due Date.

16. Format and Signing of Proposal

16.1. Interested agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP.

16.2. Submission of a proposal in response to this RFP document shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications. Material deficiencies in providing the information requested may result in rejection of a proposal.

16.3. The interested agencies shall provide all the information sought under this RFP. BMC will evaluate only those proposals that are received in the required formats and complete in all respects.

16.4. The proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the proposal shall be initialed by the Authorized signatory of the bidder.

16.5. The Bid and all communications in relation to or concerning the Bidding Documents shall be in English language. Any printed literature furnished by the Bidder written in another language must be accompanied by its translation in the English language duly authenticated by the Bidder, in which case, for purposes of interpretation of the Bid, the translation shall govern.

16.6. The currency for the purpose of the proposal shall be in Indian Rupees.

16.7. The pages of each part of the proposal shall be clearly numbered and stamped and the contents duly indexed. The proposal should not include any loose papers other than tender document cost.

17. Submission of Proposal: Packing, Sealing and Marking of Proposals

17.1. The agencies are required to submit their proposals in a separate sealed envelope, along with bidder's name and address in the left-hand corner of the envelope and super scribed in the following manner.

"Application for Supply of 3 nos. of Funeral Vehicles to Bhubaneswar Municipal

Corporation (BMC)”

17.2. The bidder's name & address shall be mentioned in the left-hand bottom corner of the outer envelope.

17.3. The bidder proposal will consist of 03 (three) parts:

a) **Envelope – 1 shall contains:**

- (i) **Tender Document Cost (Non-refundable) of Rs 11,800/-** in the form of Demand Draft issued by any Scheduled Commercial Bank in India in favor of “Commissioner, Bhubaneswar Municipal Corporation”, payable at Bhubaneswar. If the tender document cost is found proper, then only technical proposal will be entertained.
- (ii) **EMD/ Bid Security (Refundable) of Rs 1,80,000/-** in the form of Demand Draft issued by any Scheduled Commercial Bank in India in favor of “Commissioner, Bhubaneswar Municipal Corporation”, payable at Bhubaneswar. If the EMD/ Bid Security is found proper, then only technical proposal will be entertained.

b) **Envelope – 2: “Technical Proposal”** shall submit in the format, together with the documents specified below:

- Annexure – I: Cover Letter
- Annexure – II: Details of Bidder
- Annexure – III: Technical Capacity of Bidder
- Annexure – IV: Financial Capacity of Bidder
- Annexure – V: Power of Attorney for Signing of Bid
- Annexure – VI: Undertaking from the Bidder

c) **Envelope – 3: “Financial Proposal”** in the format as provided in Annexure – VIII of the RFP documents.

17.4. All the three envelopes (Envelope – 1, Envelope – 2 & Envelope – 3) should be sealed and marked separately. If the Financial Proposal is enclosed in the envelope marked 'Technical Proposal', and vice versa, or is not sealed, the Proposal will be rejected.

17.5. The three envelopes containing the Tender Document Cost & EMD (Envelope 1), Technical Proposal (Envelope 2) and Financial Proposal (Envelope 3) shall be put together in an outer envelope.

17.6. If the envelopes are not sealed and marked as instructed above, BMC assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.

17.7. The proposal should be sent to the following address:

**To,
The Deputy Commissioner (Procurement),
Bhubaneswar Municipal Corporation**

**Vivekanand Marg, Near Kalpana Square,
Bhubaneswar – 751014, Odisha**

17.8. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

18. Bid Due Date

18.1. The Bids in the prescribed form as mentioned above must be delivered and received at the address mentioned above on or before the scheduled date and time of submission of bid as stated in the schedule of bidding process. Bids submitted by fax transmission /e-mail shall not be accepted.

18.2. Proposals received without requisite tender document cost shall be summarily rejected.

18.3. BMC may, in exceptional circumstances and its sole discretion, extend the Bid Due Date by issuing an Addendum uniformly for all bidders only on its website www.bmc.gov.in.

19. Late Bids

Bids received by the BMC after the specified date and time as mentioned in the schedule of bidding process shall not be eligible for consideration and shall be summarily rejected.

20. Acknowledgement by the Bidder

20.1. It would be deemed that by submitting the proposal, the Bidder has:

- a) Made a complete and careful examination of the RFP document;
- b) Received all relevant information requested from the BMC;
- c) Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the BMC;
- d) agreed to be bound by the undertakings provided by it under and in terms hereof; and
- e) Independently verified all information received from the BMC.

20.2. BMC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Selection Process, including any error or mistake therein or in any information or data given by the BMC.

20.3. BMC shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

21. Disputes

21.1. During the bidding process no dispute of any type would be entertained. Even in such cases where BMC ask for additional information from any bidder, the same cannot be adduced as a reason for citing any dispute.

21.2. The Bidding Process shall be governed by, and construed in accordance with, the laws of

India and the Courts at Bhubaneswar, Odisha shall have exclusive jurisdiction over all disputes arising under, pursuant to and / or in connection with the Bidding Process.

22. Confidentiality

- 22.1. The agency shall treat the details of the output of the assignment and the services as confidential and shall not publish or disclose the details of the output, deliverables / milestones submitted in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous written consent of the BMC.
- 22.2. Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the BMC in relation to or matters arising out of or concerning the Bidding Process. BMC will treat all information, submitted as part of the Bid, in confidence and would require all those who have access to such material to treat the same in confidence. BMC may not divulge any such information unless it is ordered to do so by any Statutory Entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the BMC.

23. Evaluation of Bids

23.1. Evaluation of Technical Proposal

- a) BMC constituted "Tender Evaluation Committee" will be responsible for evaluation and of proposals received based on the responsiveness of the Bidder to the terms & conditions using the eligibility criteria as specified in this RFP.
- b) If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the BMC may, in its sole discretion, seek clarifications/ information in writing from any Bidder regarding its Bid. Any clarification submitted by a Bidder with regard to its Bid that is not in response to a request by BMC shall not be considered.
- c) In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the BMC as incorrect or erroneous, the BMC shall reject such claim and exclude the same from evaluation. Where any information is found to be patently false or amounting to material misrepresentation, the BMC reserves the right to reject the Bid in accordance with the provisions of Clauses 12.2.
- d) After the technical evaluation is completed, the BMC will notify the Bidders whose Technical Proposals meet the eligibility criteria, indicating the date, time, and location for opening of Financial Proposals. (Bidders' attendance at the opening of Financial Proposals is optional).
- e) BMC will simultaneously notify the Bidders whose Proposals did not meet the eligibility criteria or Bidders whose Technical Proposals were considered non-responsive to the RFP requirements, indicating that their Financial Proposals will be returned unopened after completion of the selection process.

- f) Bidders are advised that qualification of Bidders will be entirely at the discretion of BMC. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- g) BMC reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Bid without assigning any reasons.

23.2. Evaluation of Financial Proposal

- a) The bidder is required to quote the on-road price of the vehicle to BMC and should be inclusive of local RTO registration cost, insurance, inland transportation for vehicle, and other miscellaneous taxes & charges in their financial proposal.
- b) The Financial Bids of only those Bidders who clear the technical evaluation stage will be evaluated. The bidders or their authorized representatives who are present to witness the Financial Bid opening shall sign an attendance sheet / register evidencing their attendance as a witness to the Financial Bid opening process. In the event of the specified date of Financial Bid opening being declared a holiday, the Financial Bids will be opened on the next working day at the same time and place or on any other day/time, as intimated by the BMC.

- 23.3. The decision of tender evaluation committee on the selection of the agency for supply of Funeral Vehicles to BMC shall be final and binding and cannot be challenged in any forum.

24. Bidding Parameter

- 24.1. The Least Cost Selection Method (LCSM) shall be adopted to select the Agency.
- 24.2. The L1 bidder shall be selected on the basis of rate quoted in the financial bid after qualified in the technical bid. The work will be awarded to the bidder quoting the lowest on-road price for supplying of Funeral Vehicles to BMC.
- 24.3. In case, the lowest bidder (L-1) is disqualified after selection for any reason, then negotiations will be made with the second lowest (L-2) bidder for award of contract at L-1 price. However, the decision of the Commissioner, Bhubaneswar Municipal Corporation, Bhubaneswar shall be final during the overall selection process.
- 24.4. In the event of two or more Bidders quoting same rate in financial proposal for the Project, BMC may ask the tie Bidders to submit their revised Financial Proposals with the rates quoted by them earlier as reserve rate for such Financial Bid. In such case, the Bidder who amongst the tie Bidders, quotes the lowest rate in the revised Financial Bid will normally be declared as the Selected Bidder for the Project.
- 24.5. The tender inviting authority reserves the right to terminate the contract at any time after giving 30 days' notice to Agency on ground of unsatisfactory performance / violation of statutory obligations or terms of the contract or any other valid reasons.

25. Contacts During Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the BMC makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the BMC and/ or their employees/ representatives on matters related to the Bids under consideration.

26. Award of Project

- 26.1. After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by BMC to the Selected Bidder and the Selected Bidder shall, within 7 (Seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof.
- 26.2. In the event the duplicate copy of the LOA duly signed by the selected bidder is not received by the stipulated date, unless it consents to extension of time for submission thereof, the right to signing of the agreement would be forfeited by BMC and the next eligible firm may be considered for the project

27. Signing of the Agreement

The selected bidder required to execute the agreement with BMC within such time period from the date of issue of LOA, as specified by BMC.

28. Commencement of Assignment

The selected bidder shall commence the services for delivery of the vehicle from the date of signing of Agreement / issuance of work order or such other date as may be mutually agreed.

29. Important Information for Bidders

- a) Interested bidders are expected to carefully examine all instruction, information, forms, annexure etc. of this RFP document. Failure to comply with the requirement of RFP documents shall lead to the rejection of the proposal.
- b) By participating in the selection process all participating bidders shall agree in full to abide by the terms & conditions mentioned in this document.
- c) If at any stage before, during or after the selection process, it is found that the bidder has provided false information, it will lead to the immediate disqualification of the bidder and the BMC shall not be liable in any manner, whatsoever.
- d) The decision of the tender evaluation committee formed by the BMC for the selection process, shall be final and binding on all participating bidders and no disputes of any manner shall be entertained.
- e) The participating bidder shall bear all its costs associated with or relating to the preparation and submission of its proposal and the BMC 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 proposal, regardless of the conduct or outcome of the selection process.

- f) All information made available to BMC during the selection process shall be considered as privileged information. BMC shall not use this information for any purpose other than the selection process.
- g) Proof for fulfillment of selection criteria mentioned in the RFP document should be submitted. If the proposal is submitted without valid documents, OR is not in the prescribed formats, the proposal will be rejected. All documents should be submitted in the spiral bound. No loose document other than the tender document cost shall be accepted.
- h) No bidder shall contact BMC on any matter related to its proposal after the time of submission of application, unless requested so in writing. Any effort by the bidder to influence BMC in their decision in respect of evaluation will result in rejection of the proposal.
- i) BMC reserves its right to call for clarifications / original of the supporting document for verification, as deemed fit and to cross check for any details as furnished by the bidder from past - executed projects / clients, etc.
- j) The firm will not engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

ANNEXURE – I: COVER LETTER
(on the letter head of the Bidder)

Date:

To

The Deputy Commissioner (Procurement)
Bhubaneswar Municipal Corporation
Vivekananda Marg, Near Kalpana Square,
Bhubaneswar - 751014, Odisha

Sub: "Selection of an Agency for supply of 03 nos. of Funeral Vehicles to Bhubaneswar Municipal Corporation (BMC)".

1. With reference to your RFP Document dated _____, I / We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as an agency for the subject project. The proposal is unconditional and unqualified.
2. I/We acknowledge that BMC will be relying on the information provided in the Proposal and the documents accompanying the proposal for selection of the agency, and we certify that all information provided in the proposal and in the annexes, are true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such proposal are true copies of their respective originals.
3. This statement is made for the express purpose of selection as the agency for the aforesaid project.
4. I / We shall make available to BMC any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I / We acknowledge the right of BMC to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I / We certify that in the last five years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:
 - a. We have examined and have no reservations to the RFP documents, including any Addendum/corrigendum issued by BMC;
 - b. I / We do not have any conflict of interest;
 - c. I / We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any agreement entered into with BMC or any other public sector enterprise or any government, Central or State; and

- d. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of this RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I / We understand that you may cancel the selection process at any time and that you are neither bound to accept any proposal that you may receive nor to select the consultant, without incurring any liability to the bidders in accordance with the RFP document.
9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory BMC which would cast a doubt on our ability to undertake the project or which relates to a grave offence that outrages the moral sense of the community.
10. I / We further certify that in regard to matters relating to security 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.
11. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by BMC (and/or the Government of India) in connection with the selection of agency or in connection with the selection process itself in respect of the above-mentioned project.
12. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the project is not awarded to me/us or our proposal is not opened or rejected.
13. I / We agree to keep this offer valid for 120 (One hundred and twenty) days from the last date of submission of proposal (Bid Due Date) as specified in the RFP document.
14. In the event of my/our firm being selected as the successful bidder, I/we agree and undertake to provide the services in accordance with the provisions of the RFP and subsequent agreement.
15. I/We have studied RFP and all other documents carefully. We understand that we shall have no claim, right or title arising out of any documents or information provided to us by BMC or in respect of any matter arising out of or concerning or relating to the selection process including the award of project.
16. The tender document cost, technical proposal and financial proposal are being submitted in separate envelopes and put together in outer envelope.
17. I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

For and on behalf of: _____
(Bidder Stamp)

(Signature, name and designation of the authorized signatory)
(Name, Title and Address of the Authorized Signatory)

ANNEXURE – II: DETAILS OF BIDDER*(on the letter head of the Bidder)*

SN	Minimum Document for Eligibility	Compliance
1.	Name of the Bidder	
2.	Legal Status of the Bidder (i.e. the bidder must be a legal entity such as Company/ Proprietorship Firm/ Partnership Firm/ Society/ Trust/ Original Equipment Manufacturer (OEM)/ Authorized Dealer/ Authorized Business Partner registered under relevant act(s)/ rules in India.	
3.	Registered Office Address with telephone, fax, website and email:	
4.	Country & Year of Incorporation (Please attach copy of certificate of incorporation/ registration):	
5.	PAN Card	
6.	GST Certificate	
7.	Turnover Certificate duly attested by Chartered Accountant (Please attach copy of ITR, Balance Sheet, Profit & Loss A/c Statement for the FY 2019-20, FY 2020-21 & FY 2021-22)	
8.	Name, designation and contact no. of the Authorized Representative of the Bidder to whom all references shall be made:	
9.	Tender Document Cost (DD No. & Bank Name)	
10.	Has the bidder been debarred/ blacklisted or the bidder work has been rescinded/ terminated by any Central / State government department / public sector undertaking / other government entities or local body in India in last 5 years prior to the date of issue of this RFP.	

Note: If answer to the statement at SN. 10 is yes, then the Bidder is not eligible for this assignment.

(Signature, name and designation of the authorized signatory)
For and on behalf of

ANNEXURE – III: TECHNICAL CAPACITY OF BIDDER

SN	Name of Project	Name of Client with Address and Contact No.	Date of Award of Contract / Assignment	Date of Completion of Project	Cost of Project (in Rs. Crore)	Attachments (Contract Agreement/ Work Order / Completion Certificates)
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)

Note:

- (i) The bidder should provide details of only those projects that have been undertaken by it under its own name.

For and on behalf of: _____

(Bidder Stamp)

(Signature, name and designation of the authorized signatory)

ANNEXURE – IV: FINANCIAL CAPACITY OF BIDDER

Financial Year	Annual Turnover (in Rs.)
FY 2019-20	
FY 2020-21	
FY 2021-22	

Name of the Chartered Accountant:

(Signature, Seal, and registration number of the Chartered Accountant)

Date:

For and on behalf of: _____

(Bidder Stamp)

(Signature, name and designation of the authorized signatory)

Note: Please provide certified copies of Audited Financial Statements (ITR, Balance Sheet and Profit & Loss Account Statement) of the Organization / Agency for the period FY 2019-20, FY 2020-21 & FY 2021-22.

ANNEXURE – V: POWER OF ATTORNEY
(on Stamp Paper of relevant value)

Know all men by these presents, We _____ (name of 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 _____ (Address), 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 in connection with or incidental to submission of our bid for the RFP "Selection of an Agency for supply of 03 nos. of Funeral Vehicles to Bhubaneswar Municipal Corporation (BMC)" (the "**Project**") in response to the RFP document dated _____ being issued by Bhubaneswar Municipal Corporation (the "**BMC**"), including but not limited to signing and submission of all documents and providing information/responses to BMC in all matters in connection with our Bid for the above said project.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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, Designation and Address)

Witnesses:

- 1.
- 2.

(Notarized)

Accepted

.....

(Signature)

(Name, designation and address of the Attorney)

ANNEXURE – VI: UNDERTAKING FROM THE BIDDER
(on Stamp Paper of relevant value)

Date:

To

The Deputy Commissioner (Procurement)
Bhubaneswar Municipal Corporation
Vivekananda Marg, Near Kalpana Square,
Bhubaneswar - 751014, Odisha

Sub: "Selection of an Agency for supply of 03 nos. of Funeral Vehicles to Bhubaneswar Municipal Corporation (BMC)".

Sir,

We do hereby undertake that our agency is not blacklisted/ debarred by any of the Central & State Governments or Public Sector Undertakings or other Government Authorities or Local Body in India in last 5 years as on the date of the submission of the RFP.

Also, none of the work has been rescinded / terminated by any Central or State Govt. Department / Public Sector Undertaking / Other Govt. entity or local body after award of contract to us during last 5 years due to our non-performance.

We further confirm that we are aware that our Proposal for the captioned subject would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period.

Dated this _____ Day of _____ 20____

For and on behalf of: _____

(Bidder Stamp)

(Signature, name and designation of the authorized signatory)

ANNEXURE – VII: FINANCIAL BID
(On Letterhead of the Bidder)

Date:

To
The Deputy Commissioner (Procurement)
Bhubaneswar Municipal Corporation
Vivekananda Marg, Near Kalpana Square,
Bhubaneswar - 751014, Odisha

Sub: "Selection of an Agency for supply of 03 nos. of Funeral Vehicles to Bhubaneswar Municipal Corporation (BMC)".

SN	Description of Work	Unit	Rate to be quoted by bidder per vehicle (in Rs)	Total Amount (in Rs)
1	Supply of Funeral Vehicle to BMC	03 nos.		
	Total Amount (in Words)			

Note: The bidder is required to quote the on-road price of vehicle (all inclusive) in their financial proposal which is to be paid by the BMC for procurement of the same.

Date:

Place:

For and on behalf of: _____

(Bidder Stamp)

(Signature, name and designation of the authorized signatory)