



# Bhubaneswar Smart City Limited

BMC-ICOMC Building, 5<sup>th</sup> Floor, Bhoi Nagar, Bhubaneswar- 751022

E-mail Id: bbsr.bscl@gmail.com, CIN: U74990OR2016PLC020016

Telephone-0674- 2548428 FAX: 0674-2540811

Letter No. 933 /BSCL/Tech/2024.

Dated 27-06-2024

## TENDER FOR SELECTION OF AGENCY FOR HIRING OF VEHICLES IN BHUBANESWAR SMART CITY LIMITED, BHUBANESWAR.

M/s. Bhubaneswar Smart City Limited (BSCL), Bhubaneswar invites sealed proposals for **Selection of Agency for Hiring of vehicles**. The details of Terms of Reference (ToR) can be downloaded from the website of BSCL i.e. [www.smartcitybhubaneswar.gov.in](http://www.smartcitybhubaneswar.gov.in). Interested agencies may submit their proposals in a sealed cover super-scribing as "**Tender for Selection of Agency for Hiring of Vehicles in Bhubaneswar Smart City Limited (BSCL)**." with advertisement number and Date to the General Manager (Admin), Bhubaneswar Smart City Limited, 5<sup>th</sup> Floor, , ICOMC Tower, Satya Nagar, Bhubaneswar-751022 through Speed Post / Registered Post / Courier services only, which should reach on or before **5.00 P.M on 15<sup>th</sup> July, 2024 positively and the same will be opened at 11.30 AM on 16<sup>th</sup> July, 2024**. Proposals 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. For any queries you reach through email:[bbsr.bscl@gmail.com](mailto:bbsr.bscl@gmail.com) or telephone:0674-2548428 / 2540811.

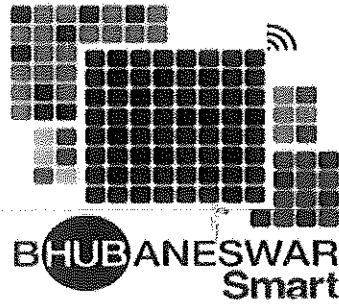
By order of Managing Director

  
General Manager,

Bhubaneswar Smart city Limited

Bid Identification No. -933/BSCL/TREH/2024


TENDER FOR SELECTION OF AGENCY FOR HIRING OF VEHICLES IN  
BHUBANESWAR SMART CITY LIMITED (BSCL).



Bhubaneswar Smart City Limited  
5th Floor, BMC-ICOMC TOWER,  
Bhoi Nagar, Unit – IX  
Bhubaneswar-751022

Website: <https://www.smartcitybhubaneswar.gov.in/>

E-mail ID. [bscl.bbsr@gmail.com](mailto:bscl.bbsr@gmail.com) / Phone: 0674-2548428

  
General Manager (Admin.)  
Bhubaneswar Smart City Limited  
Bhubaneswar

## DISCLAIMER

The information contained in this Request for Proposal document ("TENDER") or any other information subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Client or any of its employees or advisers, is provided to the Bidders on the terms and conditions set out in this TENDER and such other terms and conditions subject to which such information is provided.

This TENDER is not an agreement and is neither an offer nor invitation by the Client to the prospective Bidders or any other person. The purpose of this TENDER is to provide interested Bidders with information that may be useful to them in the formulation of their Proposals pursuant to the TENDER. This TENDER includes statements, which reflect various assumptions and assessments arrived at by the Client in relation to the Services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This TENDER may not be appropriate for all persons, and it is not possible for the Client, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this TENDER. The assumptions, assessments, statements and information contained in this TENDER 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 and information contained in this TENDER and obtain independent advice from appropriate sources.

Information provided in this TENDER to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Client, its employees and advisers 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 TENDER or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the TENDER and any assessment, assumption, statement or information contained therein or deemed to form part of this TENDER or arising in any way in this selection process.

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

The Client 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 TENDER.

The issue of this TENDER does not imply that the Client is bound to select a Bidder or to appoint the selected Consultant, as the case maybe, to provide the Services and the Client reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Client or any other costs incurred in connection with or relating to its Proposal.

All such costs and expenses will remain with the Bidder and the Client 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.

Bhubaneswar Smart City Limited  
5th Floor, BMC-ICOMC TOWER,  
Bhoi Nagar, Unit – IX  
Bhubaneswar-751022

Website: <https://www.smartcitybhubaneswar.gov.in/>

E-mail ID. [bscl.bbsr@gmail.com](mailto:bscl.bbsr@gmail.com)

Phone: 0674-2548428

## BID DATA SHEET

Sl. No.	Particular	Details
1	TENDER Reference Number	No. 933/BSCl/Tech/2024. Dated 27 <sup>th</sup> June, 2024.
2	Tender Issued by	Bhubaneswar Smart City Limited
3	Mode of binding	Offline (Hard copy)
4	Name of the Assignment	PROPOSAL FOR SELECTION OF AGENCY FOR TENDER FOR SELECTION OF AGENCY FOR HIRING OF VEHICLES IN BHUBANESWAR SMART CITY LIMITED (BSCL).
5	Cost of tender document	Rs.500.00 +18% GST (Nonrefundable of) to be paid in form of demand draft drawn from any nationalized/scheduled bank in favour of BSCL payable at Bhubaneswar.
6	Bid Security performance	Rs.10000.00(Rupees Ten Thousand only) (refundable to be paid in form of demand draft/MSME in favour of BSCL payable at Bhubaneswar.
7	Date of issue of TENDER	Date: 27.6.2024
8	TENDER document available	Website: /www.smartcitybhubaneswar.gov.in/
9	Last date and time for submission of Proposals (Tender Due Date)	Date: 15.07.2024 at 05.00 P.M
10	Place, Date and time of opening of Technical Proposals	Place: Conference Hall, Bhubaneswar Smart City Ltd 16.07.2024 at 11.30 AM
11	Place, Date and time of opening of Price Proposal (Only of those bidders who have qualified in the technical evaluation stage)	Place: - Conference Hall, Bhubaneswar Smart City Ltd. Date & Time: Will be communicated later to the technically qualified bidders at Email ID provided by bidders.
12	Bid Validity Period	90 days from the Proposal Due Date
13	Method of Selection	Two stage evaluation process comprising of: <ul style="list-style-type: none"> <li>• Technical Evaluation, and</li> <li>• Financial Evaluation</li> </ul> The selection of the successful bidder shall be based on lowest quoted rate subject to full fulfilment other eligibility criteria.
16	Address for Correspondence	General Manager (Admin) Bhubaneswar Smart City Limited 5th Floor, BMC-ICOMC TOWER, Bhoi Nagar, Unit – IX, Bhubaneswar-751022 Khordha, Odisha

## 2. GENERAL SCOPE OF WORK AND INTRODUCTION OF BIDDER

Sealed tenders are invited from Registered Travel Agencies for hiring of BS-VI compliant Petrol commercial light vehicles (AC vehicles) of Hyundai Accent / Aura/ Tata Tigor/Swift Dzire/ /Honda Amaze (Petrol) /Innova/ Bolero category including driver on Monthly hire basis, which shall confirm to the terms and conditions preferably for engagement in Bhubaneswar Smart City Ltd..

- i. The interested bidders may download the tender document from the website [www.smartcitybhubaneswar.gov.in](http://www.smartcitybhubaneswar.gov.in) and submit the same to Bhubaneswar Smart City Ltd., Bhubaneswar by registered post/Speed Post/Courier only
- ii. The tender must be accompanied by tender document cost of Rs.500/- + 18% GST (Nonrefundable) in shape of Bank Draft) drawn from any nationalized/scheduled bank in favour of BSCCL payable at Bhubaneswar.
- iii. A Sum of Rs.10000/- shall be deposited in shape of demand draft MSME in favour of Bhubaneswar Smart City Limited and submitted along with the tender as security deposit. After completion of the tender process the amount will be refunded to unsuccessful bidders.
- iv. The vehicle must be in road worthiness condition, shall not be more than 3 years of old from the date of initial registration and must have valid Registration Certificate, Insurance Certificate, Fitness Certificate, valid Contract Carriage Permit, Pollution Under Control Certificate, Tax Clearance Certificate etc. which are mandatory for playing of vehicle.
- v. The driver of the vehicle must have valid Driving License for driving light transport passenger vehicle and should be sufficiently experienced in driving transport passenger vehicle.
- vi. The Driver should be well behaved, gentle and obedient in nature.
- vii. The monthly rate of hire charges be quoted separately in the general bid information (excluding fuel and lubricants).
- viii. The vehicle must achieve fuel efficiency per Ltr for KM, as per F&D, Govt. of Odisha Notification No.30464 dtd.06.09.2019.
- ix. The details of the make and year of manufacture of the vehicle, registration no., mileage (Kms. Covered per liter) and name of the driver with Driving License no. and period of validity should be specifically provided in the general bid information to be furnished with the Proposal/ Tender
- x. The bidder's yearly financial turnover must have been 50 lakhs or above in the previous three years, ending on 31st March 2024 of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be considered for these criteria.
- xi. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the financial year.
- xii. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also, this is not going to be used as a criterion in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
- xiii. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work

orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

### 3. SUBMISSION OF BID

- i. The period of engagement of vehicle shall be for 2 (two) years subject to renewal on the basis assignment of performance of the agency each year and can be terminated another period of one year at the sole discretion of BSCL. However, BSCL has option to extend contract period without escalation of quoted rate/competitive bid date.
- ii. Tender documents are only to be downloaded from the website [www.smartcitybhubaneswar.gov.in](http://www.smartcitybhubaneswar.gov.in). The cost or RFP document inclusive of GST (nonrefundable) in shape of demand draft, pay order drawn on any scheduled bank in favour of "The Bhubaneswar Smart City Limited" payable at Bhubaneswar is to be furnished by the bidder along with technical bid. Proposal without tender cost shall be treated as non-responsive and rejected.
- iii. The bidder must be submitted bid document accompany with EMD of Rs. 10,000.00(Ten Thousand) in shape of demand draft, pay order drawn on any scheduled bank in favour of "The Bhubaneswar Smart City Limited" payable at Bhubaneswar is to be furnished by the bidder along with technical bid. Proposal without EMD/MSME shall be treated as non-responsive and rejected. The EMD shall carry no interest
- iv. In case successful decline to take up the work at its quoted/ accepted rate the security shall be forfeited.
- v. If the performance of the successful bidder during education of contract is found to be unsatisfactory the security deposit shall be forfeited.
- vi. The tender will have to be submitted in two parts i.e. **Technical Bid (Cover-A)** and **Financial Bid (Cover-B)** by **Registered Post or Speed Post** only.
- vii. The formats & documents to be submitted in technical & financial bid are mentioned in the tender document.
- viii. The bidders should submit their **technical and financial bid** separately in **two envelopes** and these two envelopes should be put into **another cover envelop** super-scribed as "**Tender for Hiring of Vehicles on Monthly Basis** in reference to Advertisement No \_\_\_\_\_/24dtd ...2024 The Technical & Financial Bid envelopes should be clearly marked as **Technical Bid & Financial Bid** on the top of the relevant envelopes. The tenders (Cover & inner envelopes) should be addressed to:  

**The General Manager (Admin),  
Bhubaneswar Smart City Ltd.  
5<sup>th</sup> Floor, BMC ICOMC Tower,  
Bhoi Nagar, Unit-9,  
Bhubaneswar-751022**
- ix. The tender paper should reach the office of the Bhubaneswar Smart City Ltd., Bhubaneswar on or before \_\_\_\_\_2024 at 03.00PM and the same will be opened at 05.00 P.M. on the same day. In case this date happens to be a holiday for any reason, the tender will *be* received and opened on the immediate next working day at the same designated time & place.
- x. The financial bids of those bidders shall be opened whose technical bids are found to be qualified.
- xi. Any doubt regarding the hiring process may be clarified by contacting the BSCL Office Telephone No 06742548428 during the office hour.
- xii. The Authority reserves the right to dismiss or reject any application received incomplete without citing the reason thereof.

### 4. ELIGIBILITY CRITERIA

#### (A)

- i. The agency should have provided vehicles to at least 01(One) Govt. / Semi- Govt. Organizations / PSUs / Banks etc. in Odisha during the last three years i.e., Self-attested copies of Work Orders received from Government / Semi-Government/ PSUs I Banks etc. during last three years are to be furnished.

- II. The agency should have valid GST registration & PAN. (Self-Attested copies of GST Registration Certificate & PAN Card am to be submitted in the technical bid) and up to date Income Tax, GST clearance certificate.
- III. The bidders shall also furnish the following documents in support of their eligibility:-
  - a) Self-attested copy of registration certificate of firm.
  - b) Undertaking to provide good conditioned commercial vehicles (not more than 3 years old BS VI vehicle).
  - c) Submission of Bid Security Declaration.
  - d) Undertaking that the firm has not been debarred/ black listed by any Govt. Organization Semi-Govt. Organization / PSU
  - e) Undertaking that the vehicles to be provided will not belong to any employee of hiring BSCL /office.
  - f) Rates must be quoted only as per format.
  - g) Letter of Proposal
  - h) Power of Attorney
  - i) General information for hiring vehicles
  - j) Technical Bid
  - k) Financial bid

## (B) EVALUATION CRITERIA

### I. Evaluation

- a. Evaluation shall be done for Monthly basis.
  - b. The bids shall be evaluated in two stages i.e. Technical. Evaluation and Financial Evaluation.
  - c. The Financial Bids shall be opened for those Technical Bid Evaluations.
- II. The monthly rate to be paid to the agency for providing the **vehicle** is inclusive of cost of tyres & tubes, consumables, all major and minor maintenance work with spares and all payments towards driver's salary, his fooling cost, overtime and mobile Phone (for incoming calls). However, the cost of fuel (Petrol), Lubricants (Mobil) are not included in the monthly rate, which will be reimbursed as per actual at the rate of fuel consumption finalized depending upon the type of vehicle used.
  - III. In case the rate quoted is same by two or more bidders L1 bidder will be selected from amongst the bidders whose quoted
  - IV. The minimum mileage (KM per liter of petrol and lubricant to be reimbursed) to be quoted should not be less than as detailed below (as per latest Finance BSCL Circular: 30464 IF, dated 06.09.2019):

Sl no	*Type of Vehicle (BS-VI Compliant)	**Max. hire charge (Its.) per Month (excluding taxes and fuel cost)	Minimum K.M. per one liter of fuel	Minimum KM. per one liter of lubricant
1	Zest/ Tigor /Swift Dzire /Etios/Hyundai Xcent -- AC Petrol	26,000/-	17	1,000
2	Innova	42000/-	09	1000
3	Bolero	31000/-	10	1000

\* The vehicle to be provided shall not be older than three (3) years and must be BS W compliant commercial vehicle.

\*\*The monthly hire charges should not exceed the maximum limit as fixed by Finance Deptt. Office memorandum no. 30464 /F. dated 6.9.2019.



- V. Basing on the documents submitted by the bidder, the bid shall be evaluated. Technical Bid shall be evaluated first. In case it is felt necessary to verify any document, the bidder shall be asked for verification of original documents all such communication shall be made in the writing. After evaluation, the financial bid of qualified bidders only shall be opened and evaluated.
- VI. The bidder meeting the technical eligibility criteria and other terms and conditions as set forth in this tender and quoting the lowest offered to the Authority shall be declared as the selected Bidder (the "Selected Bidder"). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids here under.
- VII. In case the rate quoted is same by two or more bidders, L-1 bidder will be selected from amongst the bidders whose turnover, experience of year shall be higher side.
- VIII. In the event that two or more Bidders quote the same amount of hiring charges, the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the TieBidders who choose to attend.
- IX. After selection, a Letter of Award (the "LoA") shall be issued in duplicate by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (Seven) days of the issuance of the LOA, sign and return the duplicate copy of the LoA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, forfeit the Bid Security/EMD of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LoA.
- X. After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Selected Bidder to execute the Agreement. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.
- XI. The L-2 Bidder/Second lowest Bidder will be empaneled as providing vehicle Agency by BSCL and will be awarded the work, in the event of breach of agreement between L-1 Bidder and BSCL.
- XII. BSCL reserves the right to award the work in whole or in part to one or more bidders.
- XIII. The successful bidder shall be deposited Rs.50,000.00 (Fifty Thousand) towards bid performance security and will be written till completion of the assignment towards vehicle engaged in BSCL.
- XV. If the successful Bidder fails to execute the order, the Performance Security of the bidder will be forfeited and the bidder will be black listed and will be debarred for life time to participate in future tender process of Bhubaneswar Smart City Ltd. for providing hired vehicle.

## **5. Terms and Conditions for hiring of Vehicle**

### **A. The Agency's Obligations:**

- i. The hired vehicles, during period of contract, shall have all necessary valid MV documents such as valid Registration Certificate, Insurance Certificate, Pollution Certificate, Fitness Certificate, valid Contract Carriage Permit, proof of up-to-date tax payment etc. and D.L. of the driver available all the times.
- ii. The BSCL Office hiring the vehicle shall not be responsible for nay damage/ loss caused to hired vehicles or loss of life/ injury made to any person or damage to any property on account of use of hired vehicle manner whatsoever. The hirer shall be responsible for all such litigation
- iii. It shall be the responsibility of the bidder to provide a good driver and the remuneration of the driver shall be borne by the owner.
- iv. In case of the vehicle do not report regularly, the authority will be at liberty to terminate the agreement without prior notice.
- v. The vehicles shall report for duty for minimum of 25 days in a month.
- vi. In case of emergency, the driver will have to report for duty as per the requirement No extra payment shall be demanded.

- vii. The selected agency shall agree to terms and conditions of the contract and shall ensure full compliance to them.
- viii. Agency agrees to provide quality services as per SLAs mentioned in the contract.
- ix. Agency to ensure that vehicle deployed shall arrive at designated location on time. In an event of delay in arrival beyond 15 minutes, user shall have right to hire other taxi services (which may or may not be of similar hired car category). The fare charges shall be charged to the agency.
- x. Agency to ensure that all maintenance work related to assigned vehicle shall be carried out in off duty hours.
- xi. 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.
- xii. The Agency shall not be allowed to sub-let the contract.
- xiii. The Agency shall only provide vehicles which shall have the comprehensive insurance coverage.
- xiv. Police verifications for deployed driver shall be ensured by the Agency.
- xv. Agency shall update the log book at least once in every 72 hours. Failure to do so shall be penalized as per this contract. At the time of termination of contract, the service provider shall hand over the log book(s) to Bhubaneswar Smart City Ltd.

**B- Payment Terms**

- i. The hire charges to be paid for monthly basis is final but does not include cost of fuel, which is to be paid separately basing on actual consumption and as per existing Government norms. All the expenditure of the vehicle towards repair, replacement of spare parts, Lubricating oil of Engine, Gear Box & differential Coolant /Tyres & Tubes, Battery etc. will be borne by the bidder.
- ii. The agency shall be submitting monthly tax invoice must be billed separately and reimbursements towards cost of fuel (as per actual) and lubricants (as per Govt. norms) of selected bidder will be paid in every succeeding month, as per as possible within fifteen days of the submission of bills by the service provider and no advance payment will be made.
- iii. The toll gate charge, parking charge, if any during the travel shall initially be borne by the agency and are to be paid by the driver at the point of charging. The charges incurred during each month will be reimbursed as per the actual amount paid on producing the original receipts along with the monthly bill
- iv. GST shall be applicable @12% on forward charge basis or @5% on reverse charge basis (RCM) upon the hiring charges only and not on fuel/lubricant reimbursement cost.

**C-Vehicles to be deployed:**

- i. 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.
- ii. 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.
- iii. The agency is required to provide the vehicle with good quality clean seat covers and Turkish towels.
- iv. 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 BSCL.
- v. The Agency shall ensure that the vehicle should be parked at the place as advised by the officer of Bhubaneswar Smart City Ltd and should be available, when not in duty. If the vehicle needs to be away for some reasons like refueling, petty repairing etc., it should be with the knowledge of the Controlling Officer of the Bhubaneswar Smart City Ltd where the vehicle has been deployed. Moving away without the knowledge of the Controlling

Officer of Bhubaneswar Smart City Ltd will be considered as non-available and will be liable for penalty.

- vi. The driver of the vehicle shall maintain the daily logbook regarding the mileage and time from the point of departure to arrival. For this purpose, the following norms have to be followed;
  - a. In case the vehicle is being kept in the office of Bhubaneswar Smart City Ltd then the kilometer reading & time shall start from the office Bhubaneswar Smart City Ltd and end at the same there also.
  - b. In case the vehicle is being kept under the custody of the travel agency, then the kilometer reading & time shall start from the residence of the officer concerned and end there also. The cost of kilometer from the O/o the agency to the residence of officer concerned (to & fro) shall be borne by the agency.
- vii. The hired vehicles, during the period of contract, shall have all necessary valid MV documents such as valid Registration Certificates, up to date Insurance Certificates, Fitness Certificates, valid Contract Carriage Permits, proofs of up to date tax payments, P.L.I.C, D.L.s of the Drivers etc. available all the times. Bhubaneswar Smart City Ltd shall not be responsible for any damage/loss caused to the hired vehicles or loss of life I injury made to any person or damage to any property on account of use of hired vehicles in any manner whatsoever. The service provider shall be responsible for all such litigations.
- viii. The agency shall obtain vehicle fitness certificates from competent authority, vehicle registration, comprehensive insurance, payment of road tax, etc. The Drivers shall always carry all necessary documents like Registration papers, Insurance papers, Pollution Control (PUC) clearances, RIO tax payment papers, Fast Tags, valid driving licenses and all other documents that should accompany the vehicles as per rules & regulations of applicable laws.
- ix. The hired vehicle will be regulated by the guidelines issued by Finance BSCL, Govt. of Odisha Vide OM No. 34085 Dated 29.09.2012, OM No.27037 Dated 08.10.2015, OM No. 30464 Dated 06.09.2019 and OM No. 22924 Dated 14.08.2023

**D Drivers to be engaged:**

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

- i. Drivers possessing a valid commercial driving license shall be deployed by the agency.
- ii. Driver should be properly dressed in neat and clean attire. If required driver should wear uniform of specific color as per requirement of the Principal. 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.
- iii. The driver of the vehicle deployed for duties must maintain polite & courteous behavior towards users as well as other staffs of the concerned office. Following may be construed as "Misbehavior" and shall attract penalties as per provisions of the contract. Repeated instances may result in termination of services.
  - a) Denial of duty during contract period, or during hours as noticed by the BSCL management.
  - b) Use of abusive language;
- iv. No mileage will be allowed if the vehicle is used by the driver for his breakfast, lunch, dinner or any other personal work. No payment shall be made to the driver for his fooding expenses, etc.
- v. Salary of the driver shall be borne by the agency.
- vi. The driver in no case shall report to duty in an inebriated state or consume alcohol while on duty. In such an event, user BSCL shall have full rights to terminate the contract with immediate effect.
- vii. Driver must be having a mobile phone and contact number be provided to the office of Bhubaneswar Smart City Ltd. The agency shall bear any cost related to the mobile call charges by the drivers.

- viii. 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 office of Bhubaneswar Smart City Ltd of the above change.
- ix. The driver shall be reachable at all times during duty hours.
- x. 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.
- xi. 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.
- xii. 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.
- xiii. The driver deployed by the agency shall not have any right for any claim whatsoever like employer and employee relationship against the BSCL or office concerned nor shall be entitled to other facilities admissible to regular/confirmed employees nor for any absorption in regular during contract period or after expiry of the agreement"

#### **6. Statutory Rules Compliance & Taxes:**

- i. The hiring charges do not include fuel cost (petrol/diesel) which is to be paid separately basing on actual consumption and lubricants as per existing Government norms. All the expenditure of the vehicle towards repair, maintenance, replacement of spare parts, Gear Box & differential coolant, Tyres & Tubes, Battery etc. and salary of the driver, payment of insurance/Road tax etc. required for operation of vehicle in the state will be borne by the Agency.
- ii. The Agency shall take comprehensive insurance cover with third party unlimited liability risk of the vehicles detailed for the user BSCL 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.
- iii. The Agency shall be solely responsible for any claims by any third party and/or employees of user BSCL travelling in the vehicle for any injuries caused by the driver of the vehicle whether by accident or otherwise.
- iv. The user BSCL 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 BSCLs 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 BSCLs will not be liable in any manner.
- v. The Agency shall be responsible for ensuring compliance with the provision related to Labour Law and especially Minimum Wages Act, Payment of Wages Act, PE ES1 Act, Payment of Bonus Act, Contract Labour [MA] 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 BSCL and hence the compliance of the applicable acts laws will be the sole responsibility of the Agency.
- vi. The Agency shall be personally responsible for any theft, misconduct and/or disobedience on the part of drivers so provided by him.
- vii. 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.
- viii. The police/ court case (Legal disputes) in respect to the vehicle during or the period of engagement will be at the risk & cost of the agency.
- ix. Bhubaneswar Smart City Ltd will not be responsible for any dispute except for paying the hire charges.
- x. The vehicles deployed for duty shall at no point of time carry any person other than personnel authorized by user BSCL.
- xi. 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, immediate replacement. In case no replacement is provided in time, the authority shall have the right to hire a vehicle from the market and additional cost incurred by the authority shall be deducted from the monthly payment due to the agency. Repeated failure to provide vehicles as and when required by the society will make the agency liable for Blacklisting.

**7. Terminations:**

- a) The principal shall have the right to terminate the Agreement, upon it giving 01(one month) notice in writing.
- b) The Agency shall have the option to terminate the 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 log book(s) of the vehicle, car pass and pass/id card issued to the driver, if any.

**8. Force majeure**

Neither party to the Agreement shall be liable for failure to perform any of its obligations hereunder if prevented from doing so by reason of force majeure.

**9. Entire agreement**

The Agreement together with the schedules and annexes hereto constitutes the entire agreement and understanding between the Parties and supersede all previous agreements, understandings and/or representations between the Parties.

**10. Waiver of remedies**

No forbearance, delay of indulgence by either Party in enforcing the provisions of the 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.

**11. Assignment & change in ownership/management:**

- a) The 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 BSCL Authority.
- b) The Agency shall immediately notify Bhubaneswar Smart City Ltd of any change of ownership or management of the Agency's business.

**12. Resolution of Disputes:**

Bhubaneswar Smart City Ltd 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. The arbitration proceedings if any shall be held in Bhubaneswar.

**13. Applicability of Laws:**

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

**14. Legal Jurisdiction**

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

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LETTER COMPRISING THE TECHNICAL PROPOSAL

To

The General Manager (Admin)  
Bhubaneswar Smart City Limited  
5th Floor, BMC-ICOMC TOWER,  
BHOI NAGAR, UNIT - IX Bhubaneswar-751022

Sub: Tender for "Supply of vehicle to BSCL.

Dear Sir,

With reference to your TENDER document dated \_\_\_\_\_, I/we, having examine the TENDER document and understood its contents, hereby submit my/our Bid for the aforesaid project.

1. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Agency for the aforesaid project, and we certify that all information provided in the Bid and in Annexes is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as an Agency for the management of the aforesaid Project.
4. All blank spaces shall be suitably filled up by the Bidder to reflect the particulars relating to such Bidder
5. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
6. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive to the fullest extent permitted by applicable law our right to challenge the same on any account whatsoever.
7. I/ We certify that in the last five years 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, 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.
8. I/ We declare that:
  - (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority;
  - (b) I/ We do not have any conflict of interest in accordance with Clauses of the TENDER document;

- (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 the Authority 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 the Tender document, 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 and;
  - (e) the undertakings given by us along with the Bid in response to the TENDER for the Project were true and correct as on the Bid Due Date and we shall continue to abide by them.
9. / We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive.
  10. I/ We believe that we satisfy(s) the Technical Capacity and Financial Capacity criteria and meet(s) all the requirements as specified in the TENDER document and are/ is qualified to submit a Bid.
  11. I certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could 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.
  12. I 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.
  13. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our MD or any of our CEO/ Managers/ employees.
  14. I/We further certify that we are not barred by the Central Government/ State Government or any entity controlled by it, from participating in any project and no bar subsists as on Bid Due Date
  15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this Request for Proposal; we shall intimate the Authority of the same immediately.
  16. The power of attorney for signing of Bid as per format provided at Appendix iv, of the Request for Proposal, is also enclosed.
  17. 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 the Authority in connection with the selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above- mentioned Project and the terms and implementation thereof.
  18. I/ We agree and undertake to abide by all the terms and conditions of the TENDER document


1. I/ We certify that in terms of the Request for Proposal, my/our Annual turnover is  
Rs ..... (Rs..... in words)
2. We agree and undertake to severally liable for all the obligations of the Agency  
under the Contract Agreement.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the  
TENDER document.

Date:

Yours faithfully,

Place:

  
( Signature, name and designation  
of the Authorized signatory)  
Name and seal of Bidder  
General Manager (Admn.)  
Bhubaneswar Smart City Limited  
Bhubaneswar



GENERAL INFORMATION FOR HIRING VEHICLES

- 1) Registration No. of Vehicle: -
- 2) Type of Vehicle (AC/Non-AC): -
- 3) Year of Manufacture: -
- 4) Model: -
- 5) Date of registration-
- 6) Name & complete address of  
the owner of vehicle
- 7) Fitness Certificate validity: -
- 8) Permit validity –
- 9) Insurance validity: -
- 10) Name I Address of the Driver –
- 11) D.L. No. & Validity of the D.L. of the Driver-
- 12) proposed hire Charge of the vehicle per month excluding Fuel cost: -
- 13) Rate of fuel consumption/ Mileage per litre:-
- 14) Contact Number of the Agency (Tenderer/ Bidder)  
Mobile..... Telephone.....

“I agree to abide by the terms and conditions for engagement of the vehicles and will also abide by any further terms and conditions that may be decided by the BSCL on the purpose. Certified that the information submitted above is true to the best of my knowledge and belief.”

Seal & Signature of the Bidder/Tenderer

POWER OF ATTORNEY FOR SIGNING OF BID

(To be executed on a non-judicial Stamp Paper of Rs 100/-)

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/wif

e 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 Bid for the --" Supply vehicle to Bhubaneswar Smart City Ltd." (hereinafter referred to as "the Project") proposed or being developed by the \_\_\_\_\_ (the "Au

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 bid for the said Project 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 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 .....2024

For ... (Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarized) Person identified by me/ personally appeared before me / signed before me/

Attested

/Authenticated\*

(\* Notary to specify as applicable)

(Signature, Name and Address of the

Notary) Seal of the Notary

Registration Number of the Notary

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

Accepted

..... (Signature) (Name, Title and Address of the Attorney)

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 executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- 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. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate

Annexure-IV

**DECLARATION BY THE BIDDERS ON BLACKLISTING AND TERMINATION**

(On the letter head of the bidder)

We hereby certify that we, M/s \_\_\_\_\_ name of the bidder), having registered office at \_\_\_\_\_ address of the registered office) have not been debarred or blacklisted by the Central Government, any State Government, a statutory authority or a public sector undertaking.

The certificate below is to be provided by the Bidder.

Yours Sincerely,

SIGNATURE -Authorized Signatory &Date:  
Full name and designation and, contact details with  
address (Seal of organization)

PART -1 COVER A  
TECHNICAL BID

Annexure-V

The documents have to be arranged serially as e r the order mentioned below)

1.	Name of the Organization	
2.	Address of the organization with telephone no, & fax	
3.	Email id of the Organization	
4.	Name of authorized signatory	
5.	Specimen signature of the authorized signatory	
6.	Telephone number of authorized signatory	
7.	DD No. and date of the tender document cost of Rs.500/- (Non-Refundable) submitted by the agency	(in shape of Demand Draft)
8.	DD No. and date of EMD Deposit	(in shape of Demand Draft)
9.	Registration Certificate of the Firm (Partnership Firm Company)	Attach self-attested copy of the Registration Certificate of the firm
10.	GST Registration	Attach self-attested copy of GST Registration Certificate
11.	PAN	(Attach self-attested copy of PAN CARD
12.	Proof of providing of vehicles to at least 1 (One) Govt./ Semi-Govt. Organizations / PSUs / Banks etc. during the last three financial years i.e. 2018-19 to 2020-21	(Attach self-attested copies of Work Orders received from Government I Semi-Government / PSUs/ Banks etc. (At least three different organizations) during last three Financial Years i.e. 2018-19 to 2020-21)
13.	Undertaking to provide good conditioned vehicles (not more than 3 years old BS VI compliance vehicle) along with all necessary documents required under traffic rule	Attach the undertaking with signature & seal of the Organization
14.	Undertaking that the vehicle to be provided will no belong to any employee of hiring BSCL or office.	Attach the undertaking with signature & seal of the organization
15.	Undertaking that the firm has not been debarred/ blacklisted by any Govt Organization/Semi Government Organization / PSUs	Attach the undertaking on a non judicial stamp paper of Rs.20/- (Original Copy) with signature & seal of the organization

**DECLARATION:**

I/ we hereby certify that the terms and conditions given with the tender notice 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 your organization in future.

Place:

Date:

(Signature & Seal of the Authorized Signatory)

**PART -2 COVER B  
FINANCIAL BID**

\* Halting charges in case of Long tour are not allowed from 11 PM to 6 AM if the vehicle halted for night.

**A. Monthly Basis Rate (exclusive of GST)**

Sl .no	Type of Vehicle	K.M. per one Litre of diesel / petrol	K.M. per one Litre of lubricant	Monthly Rent excluding fuel & lubricant per vehicle (Rs.)
a.	b.	c.	d.	e.
1	Hyundai Accent / Aura/ Tata Tigor/Swift Dzire/ /Honda Amaze-AC (Petrol)			
2	Bolero			
3	Innova			

Min. KM per one Litre of Petrol & KM per one liter of lubricant mentioned in the Evaluation procedure  
[Clause 2 mentioned under Evaluation Criteria mentioned in tender document]

**B. GST: Please mention the % of GST as applicable: .**

**Note:..GST will be paid extra as applicable and will not be taken into account for evaluation.**

Place:

Date:

(Signature & Seal of the Authorized Signatory)