



REQUEST FOR PROPOSAL

FOR

Hiring a agency for supplying of Commercial

Vehicles for

Bilaspur Smart City Limited, Bilaspur, C.G.

(Visit us at [www.smartcitybsp.com](http://www.smartcitybsp.com))

**Last Date & Time of Submission : 10/12/2019 Up to 5:30PM**

**Date & Time of Tender Opening : 10/12/2019 Up to 5:31PM**

**Invited by  
Bilaspur Smart City Limited,  
3rd floor, Vikas Bhawan, Nehru Chowk,  
Bilaspur, Chhattisgarh, India  
Pin- 495001**

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## Disclaimer

The information contained in this Request for Proposal document (“**RFP**”) whether subsequently provided to the bidders, (“**Bidder/s**”) verbally or in documentary form by Bilaspur Smart City Limited (henceforth referred to as “**BSCL**” in this document) or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

This RFP is not a Contract and is not an offer or invitation to any party. The purpose of this RFP is to provide the Bidders or any other person with information to assist the formulation of their financial offers (“**Bid**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by BSCL in relation to this scope. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the Managing Director, BSCL and their employees or advisors to consider the objectives, technical expertise and particular needs of each Bidder. The assumptions, assessments, statements and information contained in the Bid documents, may not be complete, accurate, adequate or correct. Each Bidder must therefore conduct its own analysis of the information contained in this RFP and to seek its own professional advice from appropriate sources.

Information provided in this RFP document to the Bidder 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. BSCL accepts no responsibility for the accuracy or otherwise for any interpretation of opinion on law expressed herein.

BSCL and their employees and advisors make no representation or warranty and shall incur no liability to any person, including the Bidder under law, statute, rules or regulations or tort, the principles of restitution or unjust enrichment or otherwise for any loss, cost, expense or damage which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, reliability or completeness of the RFP, and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

BSCL 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. BSCL may in its absolute discretion, but without being under any obligation to do so, can amend or supplement the information in this RFP.

The issue of this RFP document does not imply that BSCL is bound to select a Bidder or to appoint the Selected Bidder (as defined hereinafter), for implementation and BSCL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

## Section I: Letter of Invitation

**City: Bilaspur**

**Date 20/11/2019**

**RFP Title:** Hiring of Agency for supplying Commercial Vehicle for Bilaspur Smart City Limited

**Name of the CLIENT:** Bilaspur Smart City Limited

This RFP Document is being published by the Bilaspur Smart City Development Ltd (BSCDL) Hiring a agency for supplying of Commercial Vehicles for Bilaspur Smart City Limited, Bilaspur, C.G.

Sl No.	Items	Details
1.	Date of Issuing of RFP	Date 20/11/2019 time 11:00 AM
2.	Bid Fee (Non-refundable)	Rs.1,000/- (Rupees One Thousand only ) in form of demand draft/ banker's cheque drawn from any nationalized bank in favor of Managing Director, BSCL.
3.	EMD	EMD of INR 25,000/- (Rupees Twenty Five Thousand Only) in the form of Demand Draft / Bankers Cheque drawn in favour of " <b>Managing Director, BSCL Bilaspur(C.G.)</b> " along with the technical bid.
4.	Estimated Bid Value	Estimated Value : 8.07lacs
5.	Date, Time and Venue for pre-bid meeting Any applicant desirous of attending the pre-bid meeting may please send their request to <a href="mailto:tenders.bscl@gmail.com">email</a> .	Date: 28/11/2019 .Time 5:00 PM at Conference Room Office of Bilaspur Smart City Limited. E-mail-tenders.bscl@gmail.com
6.	Last Date of Submission of Proposal	Date 10/12/2019 time 05:30 PM
7.	Place and address for submission of the Proposal	The sealed envelope should be sent by registered A.D. or speed post in this office (Bilaspur Smart City Limited, 3rd Floor, Vikas Bhawan, Nehru Chowk, Bilaspur-495001) up to dated 10/12/2019 up to 05.30.PM
8.	Date, Time and Venue for opening the tender documents	Date 10/12/2019 time 17:31
9.	Address for Communication	Bilaspur Smart City Limited, 3rd Floor, Vikas Bhawan, Nehru Chowk, Bilaspur-495001)
10.	Contact Officials	1 Mr. Suresh Barua, Mobile No - +91-9993596521, 2.Mr. Shreekanth Nair, Mobile No - +91-8770794789,

The contract will be initially for a period of one year. However, the contract may be extended subsequently, on mutual consent, and on same terms and conditions for a period of not more than six months at a time (upto a maximum of one year) on review of performance, depending upon the requirements and administrative conveniences of the office.

The requirement of Diesel vehicles shall be as under:-

<b>S. No.</b>	<b>Description</b>	<b>Model</b>	<b>Quantity</b>
1.	Vehicles on monthly basis	<b>Compact Sedan:</b> Swift Desire-Maruti, Tata Indigo, Tata Zest, Xcent-Hyundai, Amaze- Honda, Chevrolet-Sail, Etios Toyota, or equivalent <b>Compact SUV:</b> (Scorpio-Mahindra, Innova-Toyota, Ecosport-Ford) or equivalent	02
2.	Vehicles on call basis	<b>Compact Sedan:</b> Swift Desire-Maruti, Tata Indigo, Tata Zest, Xcent-Hyundai, Amaze- Honda, Chevrolet-Sail, Etios Toyota, or equivalent <b>Compact SUV:</b> (Scorpio-Mahindra, Innova-Toyota, Ecosport-Ford) or equivalent	01

Demand Draft/Banker's Cheque for **an amount of Rs. 1,000/- (Rupees** One Thousand only/-) (non-refundable) from Nationalized/scheduled bank drawn in favor of Managing Director, Bilaspur Smart City Limited, payable at Bilaspur, has to be submitted before opening of bids to this office (Scanned copy of DD/Banker's Cheque to be uploaded offline) towards tender document fee, failing which the bid will be rejected. Bidders are requested to write their name and full address at the back of the Demand Draft/Banker's Cheque.

The applicant has to deposit **Earnest Money (EMD) of Rs. 25,000/-** (Twenty Five thousand Thousand only/-) in the form of a Demand Draft/ Nationalized Bank drawn in favor of Managing Director, Bilaspur Smart City Limited, payable at Bilaspur, and it has to be submitted before opening of bids to this office (Scanned copy of DD to be uploaded offline) towards EMD failing which the bid will be rejected.

## **SECTION II: INSTRUCTIONS FOR OFFLINE BIDDERS**

1. This book of 'General Conditions of Contract are applicable only for the work package described in this RFP document.
2. Bidders are advised to study all instructions, forms, terms, requirements and other information in the Bid Documents carefully.
3. Submission of bid shall be deemed to have been done after careful study and examination of the Bid Document with full understanding of its implications.
4. The response to this Bid Document should be full and complete in all respects. Failure to furnish all information required by the Bid Documents or submission of a proposal not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of its Proposal.
5. Additionally, proposals of only those Bidders who satisfy the Conditions of Eligibility, and PQ Criteria stated herein, will be considered for evaluation by BSCL
6. While every effort has been made to provide comprehensive and accurate background information, requirements and envisaged solution(s) specifications, Bidders must form their own conclusions about the solution(s) needed to meet the Authority's requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
7. All information supplied by Bidders as part of their bids in response to this RFP, may be treated as contractually binding on the Bidders, on successful award of the assignment by the Authority on the basis of this RFP.
8. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of Authority. Any notification of preferred bidder status by Authority shall not give rise to any enforceable rights by the Bidder. Authority may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of Authority.
9. Special conditions / specifications and drawings only will be issued to intending bidders.
10. This document will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit

and Performance guarantee to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills.

11. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.
12. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1932.
13. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.
14. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be summarily rejected.
15. In case the lowest tendered amount (worked out on the basis of quoted rate of Individual Items) of two or more contractors is same, then such lowest contractors may be asked to submit sealed revised offer quoting rate of each item of the schedule of quantity for all sub sections/sub heads as the case may be, but the revised quoted rate of each item of schedule of quantity for all sub sections/sub heads should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer.
16. If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more contractors received in revised offer is again found to be equal, then the lowest tender, among such contractors, shall be decided by evaluating the past experience of the contractors with similar jobs and the one with higher relevant experience shall be selected.



17. In case of any such lowest contractor in his revised offer quotes rate of any item more than their respective original rate quoted already at the time of submission of tender, then such revised offer shall be treated invalid. Such case of revised offer of the lowest contractor or case of refusal to submit revised offer by the lowest contractor shall be treated as withdrawal of his tender before acceptance and 50% of his earnest money shall be forfeited.
18. In case all the lowest contractors those have same tendered amount (as a result of their quoted rate of individual items), refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each lowest contractors.
19. Contractor, whose earnest money is forfeited because of non-submission of revised offer, or quoting higher revised rate(s) of any item(s) than their respective original rate quoted already at the time of submission of his bid shall not be allowed to participate in the re-tendering process of the work.
20. In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words.
21. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.
22. All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs. 2.15 P' and in case of words, the word, 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and

followed by the word 'only' it should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.

23. The term "Bidder" means the Firm.
24. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP and the bidder shall in no way divert from that. If the Bidder fails to follow the same, then that bid will not be accepted and be deemed rejected.
25. The bidder shall be required to submit their bid in three parts –Pre-Qualification, Technical Bid and Commercial Bid.

### **Purpose of Bid**

12. The Pre-qualification / Main Bidding Documents are available for free downloading. However to participate in the offline bid, the bidder must pay via offline mode the Bid processing Fee.
13. Reply to the Pre bid meeting would form the part of RFP.
14. For any other queries, please contact:

Mr. Suresh Barua, Mobile No - +91-9993596521,

Mr. Shreekanth Nair, Mobile No - +91-8770794789,

Email: [tenders.bscl@gmail.com](mailto:tenders.bscl@gmail.com)

For further details and schedule, visit website [www.smartcitybsp.com](http://www.smartcitybsp.com)

**Managing Director,**

Bilaspur Smart City Limited,

Bilaspur (C.G.)

## SECTION III: GENERAL TERMS AND CONDITIONS

1. **Parties:** - The parties to the Contract are the Contractor (the tenderer to whom the work is awarded) and the MD, Bilaspur Smart City Limited.
2. **Addresses:** - For all purposes of the contract including arbitration there under, the address of the Contractor mentioned in the tender shall be final unless the Contractor notifies a change of address by a separate letter sent by registered post to the Bilaspur Smart City Limited, 3rd Floor, Pingle Bhawan, Nehru Chowk, Bilaspur, Chhattisgarh, India, Pin- 495001. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
3. Earnest Money Deposit (EMD):
  - a) Earnest Money of **Rs. 25,000/- (Twenty five Thousand only/-)** shall be paid by in the form of Demand Draft ). Earnest Money in cash or in the form of cheque or in any other form will not be accepted.
  - b) *The Earnest Money of the tenderer will be refunded without interest within reasonable time after final decision of the tender, normally within six months from the date of opening of tenders.*
  - c) Request for transfer of any previous deposits such as previous earnest money or security deposit or payment of any pending bill for transfer towards earnest money shall not be entertained.
  - d) Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates the aforesaid amount of earnest money will be forfeited.
  - e) The tenders without Earnest Money Deposit will be summarily rejected.
  - f) No claim shall lie against the Government/ Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
4. Period of validity of Bid: Bid shall be valid for 90 days after the date of opening of bids.
5. Period of Contract/Duration: The contract will be initially for a period of one year. However, the contract may be extended subsequently, on mutual consent, and on same terms and conditions for a period of not more than six months at a time (upto a maximum of one year) on review of performance, depending upon the requirements and administrative conveniences of the office

## 6. Preparation and Submission of Tender:

Submission of the proposal is offline.

The RFP Inviting Authority will not be held responsible for any sort of delay or the difficulties faced during the submission of the Tenderer.

The original Earnest Money Deposit & Bid fees should be submitted to the RFP Inviting Authority (BSCL) on or before the date and time specified in the fact sheet.

The necessary documents should be submitted along with bid.

Below are the documents to be up loaded by bidder at the time of submitting bid offline.

### **Cover-1: Qualifying bid (The list of the documents to be submitted)**

The Contractor shall fulfill all the Pre Qualification Criteria mentioned in the RFP along with all the support documents required. The Support Document of the Prequalification criteria, as mentioned in the RFP document, shall be submitted prior to Technical Bid Submission and the same shall be approved by the Client & PMC. The list of Documents is as under:-

- I. Bid Form (As in Annexure I) and Declarations/Letters as in Annexure-II to V;
- II. Self-Attested copy of Registration of firm/company.
- III. Self-Attested copy of Experience certificate issued by Central/State Government/Public Sector companies for one year or more during the last five years (if applicable).
- IV. Self-Attested copy of PAN card of firm/company/individual.
- V. Self-Attested Copy of the IT return filed for the last financial year.
- VI. Self-Attested Copy of Goods Service Tax (GST) registration certificate.
- VII. Self-Attested copy of document showing current insurance of the vehicle
- VIII. Self-Attested Copy of Registration Certificate of vehicle
- IX. Copy of DD/ Banker's cheque for the cost of bid document.

**All the documents mentioned above are for establishing the eligibility and non-submission of these documents will result in rejection of the tender. Original of all such documents shall be liable to be produced for verification, failing which such documents shall be rejected.**

### **Cover-2: Financial bid**

The quotation should be filled in the financial bid document downloaded from the e-portal (BOQ.xls sheet) and the same should to be submitted.

## 7. Signing of Tender:

Individual signing the tender or other documents connected with contract must specify whether he signs as

- a. A “sole proprietor” of the concern or constituted attorney of such sole proprietor.
- b. A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- c. Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a Company.

### **Note:**

(1) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney.

(2) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties, the tender and all other related documents must be signed by all partners of the firm.

(3) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid on behalf of such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the MD, Bilaspur Smart City Limited may, without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

(4) All the pages of tender should be serial numbered, signed by the bidder and affix his firm's stamp at each page of the tender document and all its Annexure as the acceptance of the offer made by the tenderer will be deemed as a contract . NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS NOTICE INVITING TENDER.

## 8. Technical/Qualifying Bid:

- a) The Technical bid should be submitted offline in cover-1 mentioned above.
- b) All documents asked must be submitted as part of Technical/Qualifying bid.

9. Financial Bid:

- a) The Financial Bid should be submitted offline in cover-2 mentioned above. The Financial Bids of those bidders who are found qualified, will be opened on a specified date and time to be intimated to the respective bidder by e-mail registered by them in e-Procurement portal. A duly constituted Bid Evaluation Committee (BEC) will evaluate the Financial Bids.
- b) The rates quoted shall be firm and final for the entire period of contract.
- c) Terms of payment as stated in the Tender Document shall be final.
- d) At the time of payment of bills, the income tax and other taxes, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

10. Opening of Tender:

The bidder is at liberty either to be present himself or authorize not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the bidder should bring with him a letter of authority from the bidder as per the format at Annexure-III and proof of identification. Also, the tender shall be opened at Bilaspur Smart City Limited, 3<sup>rd</sup> Floor, Pingle Bhawan, Nehru Chowk, Bilaspur.

11. Criteria for Evaluation of Tenders:

The evaluation of the tenders will be made first on the basis of technical information furnished in form given in Cover-1 and then on the basis of Financial information furnished in form given in Cover-II. The Financial bid of such firms found short listed based on technical parameters (as per Cover-I) will be opened on the date, time and venue to be announced after evaluation of the Technical Bid. It must be kept in view that no decision will be given by the Tender Evaluation Committee or any inference drawn during the meeting of this Committee by the tenderers or their representatives will be their own view and the Department will not be responsible and abide by the same. The reasons for selection or rejection of a particular tender will not be disclosed. The award of work will be further subject to terms and conditions of tender.

- a) Bid shall be evaluated to determine whether it is complete, whether documents have been properly signed and are generally in order.
- b) BEC will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive may be rejected.
- c) BEC shall evaluate and compare the substantially responsive bids and comparison of bids shall be on the rate quoted (inclusive all levies and taxes) as indicated in the rate schedule of the bid document.
- d) Financial Bids shall be evaluated based on the evaluation formula described at Section VII.

The successful bidder is required to submit tender document, duly signed on all pages for having read, understood and accepted all the terms & conditions associated with the bid and the resultant contractual obligations.

12. Right of Acceptance:

- a) BSCL reserves the right to accept or reject any proposal, and to annul the bidding process and reject all Bids at any time prior to award of Contract, without showing any reason and thereby not incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected bidder or bidders of the grounds for BSCL's action.
- b) Any failure on the part of the tenderer to observe the prescribed procedure and any attempt to canvass for the work will prejudice the tenderer's quotation.

13. Communication of Acceptance:

1. BSCL will invite the successful bidder for negotiation of the bid.
2. After negotiation round, prior to the expiration of the period of proposal validity, the successful bidder will be notified in writing or by fax or email that its proposal has been accepted by issuance of Letter of Intent (LoI).
3. Successful bidder shall submit acceptance to the LoI within 7 days of issuance of LoI and submit PBG within 15 days of issuance of LoI.
4. BSCL shall facilitate signing of the contract within the period of 15 days from the submission of PBG. However, it is to be noted that the date of commencement of the project and all contractual obligations shall commence from the date of signing of contract. All reference timelines as regards the execution of the project and the payments to the Implementation Agency shall be considered as beginning from the date of signing of contract.
5. The notification of award (LoI/PBG/Acceptance to LoI) will constitute the formation of the Contract. Upon the Bidder's executing the contract with BSCL, it will promptly notify each unsuccessful bidder and return their EMDs.
6. At the time BSCL notifies the successful Bidder that its bid has been accepted, BSCL will send the successful bidder the Pro forma for Contract, incorporating all clauses/agreements between the parties. Within 15 days of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to BSCL.

14. Performance Bank Guarantee:

1. The successful bidder shall at his own expense, deposit with department, within 15 days of issuance of LoI, an unconditional and irrevocable Performance Bank Guarantee

(PBG) from a Nationalized or Scheduled banks as per the format (Annexure II) given in this Bid Document, in favor of Bilaspur Smart City Limited (BSCL) for the due performance and fulfillment of the contract by the bidder.

2. The successful bidder needs to submit a performance bank guarantee for amount equal to 10 % of the Bid Value. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.
  3. The successful bidder shall maintain a valid and binding Performance Guarantee for a period of three months after the expiry of the Contract Period (“Validity Period”).
  4. The Performance Bank Guarantee may be discharged/ returned by department upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
  5. If the Bidder fails to furnish the Performance Guarantee, it shall be lawful for the Authority to forfeit the EMD and cancel the contract or any part thereof.
  6. In the event of the Bidder being unable to service the contract for whatever reason, department would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of department under the Contract in the matter, the proceeds of the PBG shall be payable to department as compensation for any loss resulting from the Bidder’s failure to complete its obligations under the Contract. Department shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
  7. At the end of the agreed period, the Performance Guarantee shall be returned to the Selected Bidder without any interest, subject to any deductions which may be made by the Authority in respect of any outstanding dues under the terms of the Contract.
15. Penalties:
- a) Vehicles should be made available on call any day in the week at any hour. In case of failure to supply the vehicle, a penalty of Rs.1000/= will be imposed on each occasion, in addition to the pro-rate deduction of rental in the monthly bill.
  - b) The vehicle should report at the specified reporting time. In case of delay in reporting, acceptance of the vehicle will be at the discretion of the controlling officer subject to following conditions:
    - I. If vehicle is accepted after delayed reporting, a penalty of Rs.300/= will be imposed for that day.
    - II. If the vehicle is not accepted, a penalty as per clause (a) above will be imposed.



- III. In case of breakdown, if the vehicle is not replaced within one & half hour, penalty of Rs.200/= per occasion will be imposed, in addition to the pro-rata deduction of rental in the monthly bill.
- IV. Department reserves the right to call the vehicles before stipulated duty hour and beyond duty hour. Vehicles should be made available on call basis beyond the office hours in the week days as well as holidays, failing which the penalty of Rs. 500/= will be imposed on each occasion.

16. Subletting of Work:

The firm shall not assign or sublet the work or any part of it to any other person or party without having first obtained permission in writing from the competent authority, which the authority will be at liberty to refuse if he thinks fit.

17. Terms of payment:

- a) No payment shall be made in advance nor any loan from any bank or financial institution shall be recommended on the basis of the order of award of work.
- b) The contractor shall submit the monthly bill in the first week of following month in respect of previous month (in case of monthly payments) for sanction of the amount of bill and passing the bill for payment.
- c) All payments shall be made by RTGS/NEFT using PFMS.
- d) The competent authority shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in this tender.
- e) The term "payment" mentioned in this para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.
- f) Wherever applicable all payments will be made as per rate schedule of payments stated in Section-VI of the submitted Commercial bid of the successful bidder.

18. Termination of Contract:

Competent authority, without prejudice to any other remedy, for breach of contract, may terminate the contract in whole or in parts.

- a) If the contractor fails to arrange the supply of any or all of the vehicles within the period(s) specified in the contract or any extension thereof granted by competent authority.
- b) If the contractor fails to perform any other obligation (s) under the General & special conditions of the contract and all clauses of this tender which are integral part of this tender.
- c) Competent authority may without prejudice, to other rights under law or the contract provided get the hiring of vehicles done at the risk and cost of the contractor, in above circumstances.
- d) Termination for Insolvency: The competent authority may at any time terminate the Contract by giving written notice to the contractor, without

compensation to the contractor. If the contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the BSCL.

19. Agreement:

The successful bidder will have to enter an agreement initially for a period of one year, further extendable subject to clause 5 of section-III. Cost of execution of agreement shall be borne by the contractor. The draft format of the agreement is at Annexure-I. Final format of agreement shall be issued by BSCL, Bilaspur at the time of the signing of the agreement with the successful bidder, and that final format shall be binding on the successful bidder. Final work order shall be issued only after execution of the agreement by the successful contractor. Apart from other things, all clauses of this tender document shall form the integral part of the agreement.

20. Arbitration:

If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration MD, BSC, Bilaspur, C.G. 49501. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. The arbitration proceedings shall take place at Bilaspur, C.G. and shall be conducted in English. The provisions of Arbitration and Conciliation Act, 1996 and the rules framed there under and in force shall be applicable to such proceedings.

21. Set Off:

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by purchaser and set off the same against any claim of the purchaser for payment of a sum of money arising out of this contract or under any other contract made by contractor with purchaser.

22. Force Majeure:

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of god (hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in

respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of the purchaser as to whether the supplies/services have been so resumed or not shall be final and conducive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

## **SECTION IV: TENDER SPECIFIC TERMS & CONDITIONS**

### **1 Eligibility:**

Documentary evidence for the under mentioned items should be submitted along with the bid:

- i. The bidder should own or have on lease minimum of 3 vehicles of model not older than September 2018 registered as commercial vehicles in their names or firm's name for use as commercial vehicles. The proof of ownership or lease holding should be produced along with the qualifying bid documents.
- ii. The vehicle should be registered as a commercial vehicle and the model not older than September 2018. The lowest bidder shall make available the vehicle at the place, to be decided by the dept, for inspection. If the dept. is satisfied with the condition of the vehicles, only then, purchase order shall be awarded to the lowest bidder. If the lowest bidder is not able to provide vehicle(s) in good condition resulting in non issue of purchase order, the earnest money of such bidder shall be forfeited.
- iii. The bidder shall submit the proof of ownership in case of own vehicle or in case of leased/ hold vehicles a power of attorney/affidavit, authorizing the bidder to use the vehicle for hiring, on stamp paper from Notary.
- iv. The bidder shall have experience of supplying vehicles to Central/State Govt. organization / PSU for minimum one year.
- v. The bidder must submit at least 2 certificate of Registration of Commercial Vehicles.
- vi. The bidder must have registration for Goods Service Tax (GST).

### **2 Services to be provided:**

- i. Provision of registered Commercial vehicles with licensed drivers, on Hiring basis for Vehicles on call basis running in state of Chhattisgarh. However if for official purpose, vehicles has to go to adjoining states the arrangements will be made by the contractor. In such case, tax levied by other states for such journey will be reimbursed on production of receipt.
- ii. Period of contracts: Under normal circumstances the contract shall be valid for a period of one year from the date of issue of work order. The department may cancel the contract during the contract period without assigning any reason. However, the period of contract can be extended for a further period of one year at the discretion of the MD, BSCL, Bilaspur, C.G. The contract so extended by the department, will be on the same rate and

terms & conditions. After expiry of the extended period the contract will automatically come to an end and no separate notice will be given.

- iii. Normal Duty Hrs: Ten hours per day on all days of month except on Gazetted Holidays notified by Govt. However actual duty hours shall be specified by actual users of vehicles.
- iv. Quantity: Estimated number of vehicles is four (three Compact Sedan/Compact SUV Carson monthly basis, one Compact Sedan/Compact SUV Carson on call basis & one Scorpio/Innova on call basis). However the actual quantity ordered will depend on the requirement from time to time. Purchaser reserves the right to increase or decrease the required quantity without any change in the hiring charges of the offered quantity and other terms and conditions.
- v. Reporting place: Any place within the territorial jurisdiction of BSCL, Bilaspur, C.G. The user of the vehicle shall specify actual place of reporting.
- vi. Notice period: For regular requirements one day in advance. Telephonic /Verbal intimation shall be considered as notice.
- vii. Calculation of distance: From garage to garage but chargeable distance in this respect shall not be more than 5 km in each way.
- viii. Accuracy of the meters: The meter reading should tally the actual distance of run at any instant and authorized officer shall have full power to check up the meter for its correctness and to take action accordingly.
- ix. Special requirements:
  - a) Intending bidder must have a telephone number (Landline & Mobile) & where the requisition of vehicle can be conveyed round the clock (24 hrs) for 365 days. The driver of the vehicle must be provided with mobile telephone so that he may be contacted at any point of time
  - b) The vehicle must have permit to travel in neighboring States i.e. Madhya Pradesh, Maharashtra, Orissa, Jharkhand and Telangana in addition to Chhattisgarh. Permit fee/all kind of entry tax will be borne by the contractor.
  - c) Payment of any government Tax /Duty in respect of the hired vehicle will be the liability of the contractor.
  - d) Parking and toll charges, if any, may be claimed by producing the parking/toll slips.
  - e) Any changes in the vehicle/driver should be informed at least one day before the day of such changes.
  - f) No mileage will be allowed for lunch/breakfast or for filling of diesel etc.

### 3 Amendment to tender document:

- a) At any time, prior to the date of submission of bid, purchaser may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.
- b) The amendments shall be notified in writing to all prospective bidders and these amendments will be binding on them. A prospective bidder, requiring any clarification on the Bid document shall notify the purchaser or hirer in writing. The purchaser shall respond in writing to any request for the clarification of bid document which it receives not later than 7 days prior to the date of opening of Tender.

### 4 Special conditions of contracts:

- a) In case the GoCG/GoI subsequently declares the date fixed the opening of the bid is holiday, the bid shall be opened on next working day.
- b) The contractor/ bidder will have full liability under sections of Motor vehicles Act 1968 and IPC causing death or permanent disability developed by the vehicle supplied by the Contractor. The hiring authority shall have no responsibility and will not entertain any claim in this regard in any circumstances. The contractor/bidder shall indemnify the purchaser from such incidences.
- c) The engagement and employment of drivers and payment of wages to them as per existing provision of various labour laws and regulations is the sole responsibility of the Contractor and shall indemnify the purchaser. Any breach of such Laws or regulation shall be deemed to be breach of this contract.
- d) The contractor shall supply the vehicles properly cleaned from outside and properly cleaned & totally dust free inside. Seats of the vehicle should have cover of white towels and towels should be washed weekly. Also, driver should be properly dressed & well behaved. Taxis to be provided by the Contractor should be in perfectly sound working condition and suitable for use by senior officers of the dept. Engine of the supplied vehicle should be noise-free.
- e) Driver and vehicle should not be changed frequently. If in most unavoidable circumstances the change of driver/vehicle is required, prior intimation should be given to the user concerned.
- f) The contractor should send the vehicle for periodical servicing at the cost of the contractor. Purchaser will not pay any mileage run for such servicing. The cost of lubricant, repairs, maintenance, Taxes, Insurance etc will be the contractor liability.
- g) In case of change of vehicle by the contractor during the currency of the contract, the proof of ownership in case of own vehicle or in case of leased/ hold

vehicles a copy of power of attorney/affidavit should be submitted within 7 (seven) days of such change for such changed vehicles.

**h) Control of the Vehicles:**

i. The vehicles shall be supplied to BSCL, Bilaspur, C.G., accordingly letter of Intent/work order for these four vehicles shall be issued by BSCL, Bilaspur, C.G., and other rights & liabilities (during the currency of the contract), as per the agreement to be signed with the successful bidder, with BSCL, Bilaspur, C.G. only for these vehicles.

ii. Monitoring of performance of the services to be provided by contractor under this tender shall be responsibility of BSCL, Bilaspur, C.G for the vehicles under their control. In case of any deficiency, BSCL, Bilaspur, C.G may take action as per terms & conditions of this tender and agreement to be signed, for the vehicles under their control.

iii. Decision as to whether penalties would be levied or not for violation of terms & condition laid down in this tender shall be taken by BSCL, Bilaspur, C.G. for the vehicles under their control. If decided so, penalties shall also be levied by BSCL, Bilaspur, C.G. for the vehicles under their control.

iv. BSCL, Bilaspur, C.G. will have the sole rights & responsibilities with respect to arbitration in case of disputes as per clause 20 of Section-IV, extension of contract as per clause 17 of Section-IV, and custodian of performance security deposit.

h) In Case the department is not satisfied with the quality/condition of the vehicle the contractor shall change the vehicle / make necessary repairs to the satisfaction of the department.

i) No hike in rate will be allowed if there is a hike in the price of diesel and or spare parts of vehicle.

j) The purchaser reserves the right to counter offer price against the price quoted by the contractor.

**5 Payment terms:**

Payment will be made by way of RTGS/NEFT/IMPS using PFMS against the submission of monthly bills (in triplicate) with Log Book duly signed by the designated user(s). Bill shall be prepared as per clause 6 below. The monthly bill shall be paid only after tax deduction at source (TDS) as applicable from time to time.

**6 Rate of hire charges:**

- a) Rates quoted should be inclusive all taxes except Goods Service Tax (GST). Goods Service Tax (GST) will be paid extra as per Govt. rates applicable from time to time. Proof of deposit of Goods Service Tax (GST) to appropriate authority should be submitted quarterly to respective BSCL, Bilaspur, C.G. for the vehicles under their respective control.
- b) Duty hours will be calculated on the basis of the difference between reporting time and releasing time on each day as noted on the duly slip by the user.
- c) Calculation of distance: From garage to garage, but chargeable distance in this respect shall not be more than 5 km in each way
- d) The bill should be prepared on the basis of above figures and the amount will be claimed on the basis of kilometers covered including those during holidays, and period of duty beyond office hours & holidays (if vehicles are used on holidays) as overtime.
- e) Number of working days in a week may be increased by the Department anytime and the supplier will have no extra claim for this.



## SECTION V: PROFORMA FOR TECHNICAL BID

### General

I. Name of Tendering Company/ Firm / Agency/Individual:  
\_\_\_\_\_

II. Nature of the concern: \_\_\_\_\_(i.e. Sole proprietor or partnership firm or a company under Company Act 1956)

III. Full Address of Office of the Company/ Firm / Agency/Individual:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

a. Telephone/Mobile No:

b. FAX No (if any):

c. E-Mail Address:

IV. PAN / GIR No. of the Company/ Firm/ Agency/Individual: \_\_\_\_\_(Attach attested copy)

V. Photocopy of income tax returns for latest year: \_\_\_\_\_(Attach attested copy)

VI. Goods Service Tax (GST) Registration No.: \_\_\_\_\_(Attach attested copy)

VII. Goods Service Tax (GST) paid during F.Y 2017-18 and 2018-19 \_\_\_\_\_.

VIII. The Company / Firm / Agency should have at least one year of experience in providing services of supplying vehicles to Central/State Govt. organization / PSUs etc. (Attach the attested or original copies of relevant experience documents)

IX. Details of Earnest Money of Rs. \_\_\_\_\_/= D.D. / Banker's cheque No. \_\_\_\_\_  
Date \_\_\_\_\_ Drawn on Bank \_\_\_\_\_ in favor of 'Managing Director, Bilaspur Smart City Limited' payable at Bilaspur.

X. Whether each page of tender and its annexure have been signed and stamped: \_\_\_\_\_(Yes/No)

XI. Bidder's bank, its address and Bank account no:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

XII. Infrastructure capabilities: Particulars of vehicles available with the Bidder. (Please attach the attested copies of the proof of the ownership or lease holding/power of attorney (duly notarized) documents of the vehicles and proof of registration of the vehicles as commercial vehicle):

Type of Vehicle(s)

Registration number

**I/We hereby declare that the information furnished above is true and correct.**

Place:

Signature of Bidder/Authorized Signatory with seal of  
the firm

Date:

Name of the Bidder

## SECTION VI: FINANCIAL BID

- I. The Tenderer shall be required to download BOQ sheet from cover-2 of this tender from e-procurement portal and quote only service charges in figures for the item no 1.01 to 2.01 which are highlighted in light blue color and the same is to be submitted.
- II. **Conditional bid shall not be considered and will be rejected outright.**
- III. L-1 Bidder will be decided based on the total service charges which is the sum of service charges arrived for each item of work mentioned in column(E).
- IV. Rate for each item needs to be filled in column (3). Leaving blank for any item is **NOT** permitted in the financial bid form, in such cases the bid will be treated as non responsive and will be summarily rejected.

The BOQ format is given below:

		<b>Tender Inviting Authority: MD, Bilaspur Smart City Limited, Bilaspur</b>			
		Name of Work: <b>Hiring of Commercial Vehicles</b>			
		Contract No: _____			
Name of the Bidder/ Bidding Firm / Company :					
		<b><u>PRICE SCHEDULE</u></b> (This BOQ template must not be modified/ replaced by the bidder and the same should be submitted after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )			
<b>NUMBER</b>	<b>TEXT #</b>	<b>Quantity</b>	<b>Unit</b>	<b>N UMBER</b>	<b>TEXT #</b>
Sl. No.	Item Description			BASIC RATE in Figures To be entered by the Bidder in Rs. P	<b>TOTAL AMOUNT In Words</b>
<b>1</b>	<b>2</b>			<b>3</b>	<b>4</b>
1	Hiring of Vehicles on monthly Basis				
1.01	Monthly Rate 10 hours per day.driver charges	02	Nos	To be filled only in softcopy of	INR _____ Only

	including night halt if required.			BOQ xls sheet	
2	<b>Hiring of Vehicles on call Basis : Sedan</b>				
2.01	Rate per km 12000 Kms per year upto 10 hrs duty including night halt and driver charges	01	NOS	To be filled only in softcopy of BOQ xls sheet	INR _____ Only

I/We have read and understood the tender for supply of registered commercial vehicles on hire basis vide No Dated \_\_\_\_\_ and other documents issued by you, we hereby quote the rates (inclusive of all taxes & **duties except Goods Service Tax (GST)**) as under for supply of registered commercial vehicles on hire basis as detailed below:

**Note:**

1. If the distance travelled during the tour includes both tribal and non-tribal areas then the rates will be paid according to actual distance covered in both areas mutual exclusively.
2. The bill should be prepared on the basis of above figures and the amount will be claimed on the basis of kilometers covered and period of duty beyond office hours as per clause 6 of Section-V of this tender.
3. Number of working days in a week may be increased by the Department anytime and the supplier will have no extra claim for this.
4. Above rates are inclusive of all taxes/duties (Central, State, and Municipal etc. **except Goods Service Tax (GST)**).
5. For Vehicle on call basis, if the total run of vehicle in one day is less than 80 Kms then the rate will be paid for 80 Kms in accordance to the destination station for that day.

Date:

[Signature]

Place:

Seal of the bidder



# ANNEXURE I : BID FORM

To

Dated: \_\_/07/2019

The Managing Director,  
Bilaspur Smart City Limited,  
3<sup>rd</sup> Floor, Pingle Bhawan  
Bilaspur, C. G. 495001

RFP No. : \_\_\_\_\_ Dated \_\_\_\_\_

Sir,

1. Having read the terms & conditions of the above-mentioned tender and services to be provided, we undersigned, offer to provide light commercial vehicle in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith in separate sealed cover and made part of this Bid.
2. We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
3. If our Bid is accepted, we will obtain the bank guarantees from a Scheduled Bank for a sum as mentioned in this tender document for due performance of the Contract.
4. We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance thereof, in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us are properly sealed and prepared so as to prevent any subsequent alteration and/or replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.
8. MD, BSCL reserves the right to cancel the tender without assigning any reason.
9. MD, BSCL reserves the right to reject any or all tenders without assigning any reasons whatsoever.

Dated this ..... day of ..... 2019.

Signature \_\_\_\_\_ of

In \_\_\_\_\_ capacity of

Duly authorized to sign the bid for and on behalf of.....

Signature \_\_\_\_\_

## ANNEXURE II: LETTER OF AUTHORISATION

(To reach on \_\_\_\_\_ or before date of bid opening)

To

The Managing Director,  
Bilaspur Smart City Limited,  
3<sup>rd</sup> Floor, Pingle Bhawan  
Bilaspur, C. G. 495001

Subject: Authorization for attending bid opening on \_\_\_\_\_ (date) in the RFP  
no: \_\_\_\_\_ dated: \_\_\_\_\_.

Following persons are hereby authorized to attend the bid opening for the  
tender mentioned above on behalf of in \_\_\_\_\_ (Bidder)  
given below.

Name:

Specimen Signature of the authorized person:

Signature and date with Seal of bidder

Or

Officer authorized to sign the bid Documents on behalf of the bidder

Note:

- 1 Maximum of one representative will be permitted to attend bid opening.
- 2 Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

# ANNEXURE III: DECLARATION FOR NON-TAMPEPRING

Declaration for Non-Tampering of downloaded Tender Document from Website [www.smartcitybsp.com](http://www.smartcitybsp.com))

“I.....(authorized signatory) hereby declare that the tender document submitted has been downloaded from the website [www.smartcitybsp.com](http://www.smartcitybsp.com) and no addition / deletion / correction has been made in the downloaded document. I also declare that I have enclosed a DD/ Banker’s cheque for Rs.....towards the cost of tender document along with the EMD.

Place:

Signature of tenderer  
/Authorized Signatory

Date:

Name of the Tenderer

Seal of the Tenderer



# ANNEXURE IV: DECLARATION FOR NO NEAR RELATIVE(S)

## DECLARATION

### FOR NO NEAR RELATIVE (S) OF THE CONTRACTOR WORKING IN BILASPUR SMART CITY LIMITED, BILASPUR

I.....s/o..... r/o..... hereby certify that none of my relative(s) as defined in the tender document no : dated : is/are employed in Bilaspur Smart City Limited, Bilaspur as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, BSCL shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Signed

Name (in Block Letters)

Position

Date

**Seal of the bidder**

The near relatives for this purpose are defined as:

- a) Members of a Hindu undivided family.
- b) They are husband and wife.
- c) The one is related to the other in the manner as father, mother, son(s) and Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law)

## ANNEXURE V: AGREEMENT

The agreement is made on this \_\_\_\_\_ day of (month) \_\_\_\_\_ (year) between the President of India (Herein after called the purchaser) acting through its authorized officials \_\_\_\_\_ (respective BSCL, Bilaspur) and \_\_\_\_\_ (Herein after called the contractor whose term includes its successor and assignees), whose address is \_\_\_\_\_.

The contractor shall provide commercial vehicles on hire basis for the purchaser for official use on the terms and conditions contained and the rates as mentioned. Now, these present witnesses and it is hereby agreed and declared by and between the parties these present as followings.

The transporters shall during the period of contract that is to say from date of execution of agreement to \_\_\_\_\_ or until this contract is determined by such notice as herein after mentioned will provide commercial vehicle not older than September 2018 Model, on the rate accepted as described as schedule to this agreement. It is agreed by the contractor that number of vehicles required is likely to change and may be demanded according to the exigencies of services by BSCL, Bilaspur.

- i. The contractor shall comply with all the terms and conditions of the Tender No: \_\_\_\_\_ Dated \_\_\_\_\_ which are part and parcel of this agreement and forms integral part of this agreement and also the following.
- ii. The authorized officers of BSCL, Bilaspur shall place orders (LoI) for their requirement on the official hire order form and will receive acknowledgement from the contractor for supply of vehicles. It is anticipated that the contractor will supply vehicle to these authorities on regular basis until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.
- iii. The Contractor will provide vehicles to not older than September 2018 and registered for the commercial purpose only and duty, taxes, Insurance etc. due for such vehicle shall be liability of the contractor.
- iv. The Contractor shall submit bills to the BSCL, Bilaspur on monthly basis for release of payment for the vehicles supplied to them respectively.
- v. The Driver or the vehicle shall be provided with the Log Book by the Contractor where date, time, Kms reading are to be filled and signed by the users/ BSCL, Bilaspur Officials. On the basis of these Log Book, the bill shall be raised to BSCL, Bilaspur by the contractor for the vehicles under their control.
- vi. Vehicles shall be supplied by the contractor with following rates (inclusive of all taxes & duties except Goods Service Tax (GST). Goods Service Tax (GST) will be paid extra as per Govt. rates applicable from time to time. Proof of deposit of Goods Service Tax (GST) to appropriate authority should be submitted quarterly to BSCL, Bilaspur for the vehicles under their control:

Sl. No.	Item Description	BASIC RATE in Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT In Words
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
1	<b>Hiring of Vehicles on monthly Basis</b>		
1.01	Monthly Rate (1800 Km per month & 10 hours per day) including night halt, Driver Charges		
2	<b>Hiring of Vehicles on call Basis : Sedan</b>		
2.01	Rate per km 12000 Kms per year upto 10 hrs duty including night halt and driver charges		INR _____ Only

- vii. Duty hours will be calculated on the basis of the difference between reporting time and releasing time on each day as noted on the log book by the user. Distance covered shall be calculated from garage to garage but chargeable distance in this respect shall not be more than 5 km in each way.
- viii. If the Contractor fails to provide the vehicle to BSCL, Bilaspur and if the service is not found satisfactory enough, the BSCL, Bilaspur shall have the right to terminate the contract in whole or part for the vehicles under their control.
- ix. In case of change of vehicle by the contractor during the currency of the contract, the proof of ownership in case of own vehicle or in case of leased/ hold vehicles a copy of power of attorney/affidavit should be submitted within 7 (seven) days of such change for the such changed vehicles to respective BSCL, Bilaspur for the vehicles under their respective control. – (may be deleted if not applicable) --
- x. In case of any accident resulting in loss or damage to property or life, the sole responsibility for any legal or financial implication would vest with the contractor. BSCL, Bilaspur shall have no liability whatsoever.
- xi. The Tender document No: \_\_\_\_\_ Dated \_\_\_\_\_ which is annexed to this agreement is an integral part of this agreement.
- xii. For any legal dispute claims that may arise during the currency of the agreement in respect of vehicles provided by contractor, BSCL, Bilaspur, will not be liable for any loss, damage, etc. suffered / to be suffered by the Contractor or third party, as the case may be, and the contractor shall bear the sole liability arising out of such disputes.
- xiii. If for any reason BSCL, Bilaspur is dissatisfied in any way with the standard of the vehicle or felt deficiency in service during the hiring period, it will be reported to the Contractor on writing by the BSCL, Bilaspur. The Contractor without raising any dispute on such assessment by the BSCL, Bilaspur regarding the standard of the vehicle provided or quality of service rendered by them, may immediately replace it with another commercial vehicle on receipt of such complaint.
- xiv. The Contractor shall also be liable for all fines, penalties and traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period.

- xv. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration MD, BSCL, Bilaspur, C.G. 495001. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996.
- xvi. All the disputes are subjected to the jurisdiction of the court at Bilaspur only.

In witness whereof the parties present have here into set their respective hands and seals the day, year in.....

Above written:

( ) )

Signature on behalf of BSCL Contractor

Name:  
Designation:  
Seal:

Signature on behalf of

Name:  
Designation:  
Seal:

Agreement signed in the presence of

Witness 1:

Signature:

Name:

Witness 2

Signature:

Name:

## ANNEXURE VII: TENDER CHECKLIST SHEET FOR BIDDERS

S No.	Documents				Submit Status
1	Cost of Tender documents*	DD/ Banker's cheque No.	Amt.	Date	
2	EMD *	DD/ FDR	Amt.	Date	
3	Bid Form (Annexure-I) filled and submitted				
4	Letter of authorization for attending tender opening (Annexure-II) filled and submitted.				
5	Declaration on non-tampering of downloaded tender document (Annexure-III) filled and submitted.				
6	Declaration on no-near relative (Annexure-IV) filled and submitted				
7	Self-Attested copy of Firm/company registration document.				
8	Self-Attested copy Registration certificate of the vehicle				
9	Self-Attested copy of the current insurance document				
10	Self-Attested copy of PAN card of firm/company/individual				
11	Self-Attested copy of Goods Service Tax (GST) certificate of firm/company				
12	Self-Attested copy Latest income tax return of firm/company				
13	Financial bid document (BOQ xls sheet) filled and submitted				

←————— END OF THE TENDER DOCUMENT —————→