



Tender for empanelment of Vehicle providing Agency for the office of Patna Smart City Ltd., Bihar, Patna.

NIT No: - 02/MD/PSCL/2022-23

Sealed tenders are invited from eligible bidders for Empanelment of vehicle providing agency (Inclusive fuel&Driver) for the office of Patna Smart City Ltd., Patna on monthly and/or daily basis. Interested firms can download the tender documents from website www.smartpatna.co.in. Completed tenders can be submitted through registered/speed post by hand up to 5:00 PM Hrs. on 9th June 2022.

Managing Director
Patna Smart City Ltd.

**Tender Document for Empanelment of Vehicle providing Agency
for the office of Patna Smart City Ltd., Bihar,
Patna.**

1. Sealed tenders are invited from eligible bidders for Empanelment of vehicle providing agency (Inclusive fuel & Driver) for the office of Patna Smart City Ltd. The bidders are required to quote rates for the type of vehicles as per following:

Schedule No	Type
1.	Innova Crysta, Tata Safari-(AC)/ equivalent
2.	Scorpio- (AC)/ Kia Seltos /equivalent
3.	Tata Tigor, Tata Nexon, Swift D-Zire-AC/ equivalent
4.	Tata Tigor (EV), Tata Nexon (EV), MG Hector (Hybrid)

2. All the bidders shall submit their proposal as per the format enclosed in Annexure-1 fulfilling the aforesaid schedule. The agencies shall be listed in the descending order of the quoted bid amount. The Lower-1 (L1) bidder shall be selected and called for negotiation by matching the lowest amount bided by other agencies for each car.
3. The brief scope of services is given below:
- The agency shall provide type of vehicle given in the Schedule.
 - 10 vehicles would be hired initially and as per requirement the quantity may be increased or decreased.
 - The maximum running of vehicle as on the date of agreement should not be more than 15,000 km.
 - The vehicle should have commercial registration issued from competent authority.
 - The vehicle provided by the agency should not be more than one years old.
 - The vehicle shall be in good working condition with no scratches/ dents/ noise, etc.
 - The seat of vehicle should have clean white towel covers.
 - The agency shall provide driver between age group of 18-50 years for each vehicle possessing valid commercial driving license.
 - The driver should wear clean uniform with name badge having details of Address and Driver blood group. Driver should have workable mobile phone.
 - The vehicle should be timely maintained; periodic maintenance of the vehicles must be taken up on leaves / non-working days.
 - Vehicles will follow PSCL office working calendar and will be on Leaves for Sunday / Holidays as per PSCL working calendar but if in case Sunday/Holiday

is declared working day, then vehicle should be made available to PSCL office as per requirements.

- l. Daily duty hours will be from 9:00 am to 9:00 pm for 12 hours for all working days.
 - m. In no event vehicle should be in breakdown condition on working days and in event of breakdown if any, the selected bidder must ensure for providing alternate service.
 - n. In event wherein car faces any breakdown during working hours than the selected bidder must ensure that alternate service is provided within 1-hour time of breakdown.
 - o. In event of non-compliance / in event of non-service during working day / in event vehicle is not kept in condition / driver is not compliant to above conditions a penalty amount of 10% of monthly charge will be levied on the Vehicle providing agency in event of first failure, in event of second failure in same month the penalty will rise to 30% and event of 3rd failure Authority will have right to terminate the service without paying the particular default month fees/or levy penalty maximum to one month fees.
4. The brief Instruction to bidders and terms and conditions are given here under:

i. **Availability of Tenders:** The prescribed Tender Documents can be freely downloaded from the website www.smartpatna.co.in

ii. **Bidder's Eligibility and Qualification:**

- (i) Registration No. of the agency (under Motor Transport Act)
- (ii) GST Number.
- (iii) Copy of PAN Card.
- (iv) Average Turn Over **Rs. 2 Cr. (Two crore)** for the last three years.
- (v) Audited statement of the Account of last three financial Years i.e., 2018--19, 2019-20 & 2020-2021 each, by a duly qualified Chartered Accountant. (Audit report, Balance sheet, profit & Loss Account along with all annexures). No CA certificate will be accepted.
- (vi) Income Tax Return of last three Assessment Year i.e., 2019-20 2020-21 & 2021-22.
- (vii) In order to qualify for the Bid, the Bidder should have 50 vehicles registered on its own name, as per the table below

No.	Type	Number of vehicles registered in its own name

- (viii) Earnest Money Deposit (EMD) / Bid Security: The EMD of Rs. 1,00,000/- (Rupees One Lac only) in form of DD issued by any schedule/ Nationalized bank in favor of "**Managing Director, Patna Smart City Ltd**", Payable at Patna should be submitted along with

tender and should be valid up to 45 days beyond the final bid validity period.

- (ix) Copy of Vehicle RC
- (x) PUC Certificate
- (xi) Updated Insurance policy
- (xii) Fast Tag

iii. Preparation of Tender:

- (i) The tender should be computer type written and free from over writing/cutting. Correcting pen ink should not be used in any case. Alterations unless legibly attested by the serially numbered and signed by the bidder.
- (ii) The tender to be submitted in sealed envelopes, wherein Envelope "A" (Technical Bid) and "B" (Financial Bid) to be further sealed in a common envelope addressed to Managing Director, Patna Smart City Ltd, 4TH FLOOR ICC-CUM-PSCL BUILDING, SSP OFFICE CAMPUS, NEAR GANDHI MAIDAN, PATNA- 800001 and super-scribed with "Tender Document for Selection of Vehicle Agency for office of Patna Smart City Ltd, and "Not to be opened before 5:00. PM of 9th June 2022.
- (iii) **Envelop A-** Technical Bid containing all essential documents for technical bid. Such documents to include the following:
 - I. Earnest Money Deposit as per para 4 (ii)-(xii) above
 - II. Self-attested copy of firm's registration under Motor Transport Act.
 - III. Self-attested copy of PAN Card.
 - IV. Self-attested copy of GST Registration.
 - V. List of contracts executed / executing during last three years (as on the due date for submission of bid) giving name of client, date of issue of work order, scope of services in brief, duration of contract.
 - VI. Documentary evidence (self-certified copy of RC, PUC Certificate, Insurance, Fast tag) that agency have the required no. of vehicles registered in its own name (in support of qualification criteria given in para 4 (ii)-(xii))
- iv. Bidder shall submit an affidavit sworn before First Class Magistrate/ Notary stating that the company has not been debarred/blacklisted by Central Govt./any State Govt./Semi Govt. organization.

- v. **Envelop B-** financial Bid containing dulyfilled, stamped and signed in the format provided in Annexure-A along with Cover letter.
5. **Submission of tenders:** The sealed tenders as above should be submitted in the office of Managing Director, Patna Smart City Ltd, 4TH Floor ICCC -Cum- PSCL Building, SSP Office Campus, Near Gandhi Maidan, Patna- 800001 up to **5:00 PM of 9th June 2022**. Late tenders shall not be accepted.
6. **Opening of Tenders:** a) Firstly the Technical Bid shall be opened at **4:00PM on 10th June 2022**, by the committee constituted by Patna Smart City. The Bidder's representative may attend the tender opening with proper photo I Card and authorization letter.
7. In the event, the date of Bid opening as above is declared Govt. Holiday the tenders shall be opened at the same time on the next working day.
8. The envelopes containing Financial Bid (Envelope-B) shall be signed by all committeemembers and kept unopened for opening at a later stage.
9. The date and time of opening of financial bids shall be informed to all such bidders who qualify in technical evaluation. The bidder's representative may choose to attend the opening of financial bids.
10. **Evaluation Procedure and Award of Contract:** a) The preliminary scrutiny of the Technical Bid shall be made first to check whether all pages of Technical Bid are properly signed, all documents as stated in para 4(ii) are enclosed. The bids found deficient of any document and EMD shall summarily be summarily rejected at this stage.
b) Subsequent to the above, eligibility and qualification of Bidders shall be examined and evaluated.
c) The bidders found eligible and qualified shall be considered as Technically responsive bidders and shall be considered for opening of financial Bid.
d) The bidder offering lowest amount for a particular Schedule shall be selected as the preferred Agency for that Schedule.
11. **Duration of Contract:** The contract shall be for a period of 01 year from the date of signing of contract. The contract can be extended for the further period of 1 year based on satisfactory performance by mutual agreement. For contract extension, the rate of applicable fuel in Patna district on last day of 6th month of contract period and last day of contract period will be taken as base. The percentage rate difference whether increase or decrease between these two days would be accounted as rate difference. The 50% of this rate difference would be the increase or decrease in the approved quoted rate which would be applicable for all types of vehicle throughout the extended period of 1 year.
12. The contract may be terminated by giving one-month notice in case services are found unsatisfactory or even for violation of any terms and condition of this contract.

13. **Performance Security** a) The Service Provider shall deposit with Patna Smart City Ltd. performance security for an amount of 5% of the value of the contract at the time of signing of contract.
14. The performance security should be in form of Demand Draft, Fixed Deposit Receipt from a commercial or Bank guarantee issued from a Nationalized/Scheduled Bank in favour of "Managing Director, Patna Smart City Ltd" payable at Patna. This performance security would be returned to the successful bidder at the end of the contract. However, no interest shall be paid to the bidder. Performance security should remain valid for the period of sixty days beyond the date of completion of all contractual obligations.
15. Patna Smart City Ltd. shall have the right to forfeit the bid security in the event of any gross negligence of the services or even not started the work/failed/denied or withdraw from the said offer after signing the Agreement and in such situation steps for blacklisting/debarring the agency may also be taken by the PSCL for a reasonable period.
16. Bidders are advised to read the tender document carefully before submitting the tender form. It will be presumed that the bidder has considered and accepted all the terms and conditions of this tender. No enquiry, whatsoever verbal or written shall be entertained in respect of acceptance/rejection of the tender.
17. Bids must be unconditional.
18. The successful bidder shall not engage any sub-Contractor or transfer the contract to any other person/firm/agency in any manner. The bidder shall not be permitted to transfer their rights and obligations under the contract to any other person/organization or otherwise. Tenders not conforming to the requirements of the PSCL will be rejected and no correspondence thereof shall be entertained, whatsoever.
19. The vehicles and drivers provided by the bidder shall work under the overall supervision of PSCL. The vehicle and Driver shall remain available all the time as per Duty Roster and shall not leave place of duty without prior permission.
20. The Bidder shall indemnify the PSCL against all other damages/charges and expenses for which PSCL may be held liable or pay on account of the negligence of the Bidder or his staff or any person under his control whether in respect of accident, injury to the person or damage to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. The PSCL shall not be responsible financially or otherwise for any injury to the driver or person deployed by the Bidder during the course of performing duties.
21. The vehicles should conform to the All-Transport Acts and Pollution norms prescribed, if any, by the Transport Department of Government of Bihar.
22. The Bidder shall not employ any person who has not completed eighteen years of

- age. The Bidder shall comply with all the statutory provisions as laid down under various Labor Laws/Acts/Rules like Minimum Wages, Provident Funds, ESI, Bonus, Gratuity, Contract Labor Act and other Labor Laws/Acts/Rules in force from time to time at his own cost. In case of violation of any such statutory provisions under Labor Laws or any other law applicable by the bidder, there will not be any liability on the Patna Smart City Ltd.
23. The PSCL will be under no legal obligation to provide employment to any of the personnel of the bidder during/ expiry of agreement period and the PSCL recognizes no employer-employee relationship between the PSCL, and the personnel deployed by the agency.
 24. All the vehicles provided to PSCL should be in good running condition and having valid documents / licenses from transport department and Insurance policy of the Driver & with Pollution Certificate, including third party insurance, as applicable
 25. The Bidder shall be responsible for total maintenance of the vehicles provided by them.
 26. Operation and function of the vehicles and Drives shall be governed by Motor Vehicles Act/Motor Vehicles Rules or any other Government Motor Vehicles Rules and these shall be the responsibility of the Bidder.
 27. The Bidder shall provide vehicles as per requirement of the PSCL and as and when required at a short notice (including early in the morning and late in the evening). The starting point of the vehicles provided shall be garage to garage (maximum of 10 kilo meters).
 28. The driver deputed with the vehicle should maintain the logbook/duty slip whichever is applicable for each vehicle and get the journey verified by the using officer.
 29. The Bidder shall immediately provide replacement of the vehicle under repair/detained due to accident or vehicle not reporting for duty or in breakdown conditions.
 30. In case of breakdown of any vehicle, the Bidder shall replace the breakdown vehicle within one hour failing which PSCL has the right to hire vehicle from any other source at the expense of the Bidder.
 31. The PSCL has the right to ask the Bidder for removal of driver, who is not found competent, orderly or disciplined.
 32. The Managing Director, PSCL reserves the right to terminate the contract without assigning any reason by giving a notice of 30 days to the Bidder at any point of time during the entire duration of contract.
 33. If after acceptance of offer for the work in question the selected agency fails to sign the agreement, EMD will also be forfeited.
 34. All the disputes arising out of this contract shall be settled amicably first and if it fails the same shall be referred for the arbitration under the provisions of

Arbitration and Conciliation Act for the being enforced within Patna Jurisdiction.

35. Penalties: In case of any complaint regarding timeliness, conduct of driver, cleanliness and maintenance of vehicle is not attended and resolved within time limit appropriate fine shall be levied on the agency. PSCL shall be at liberty to get the services performed by other source and cost so incurred by PSCL shall be recovered from the amount payable to the Service Provider or from the performance security deposit. In case of supply of vehicle of inferior model/ make (as given in contract) or unsatisfactory performance a penalty of maximum of 50% of that bill shall also be deducted.

36. Payment terms:

- a) The payment shall be made on submission of the bills on monthly basis after the satisfactorily completion of the work assigned, at approved rates after deducting penalties if any. No advance payment will be made. The Bidder while raising the bill should clearly mention full vehicle number with duly signed duty slip by user.
 - b) Duty slip must be free from overwriting. If there will be any overwriting, it is duty of vehicle provider to take proper sign of the user on overwriting.
 - c) The PSCL will deduct TDS and the other statutory tax applicable at prescribe norms on payable amount.
37. The Managing Director, PSCL reserves the right to amend or reject any and/or all tenders, if the need be, without giving reasons thereof.


Managing Director
Patna Smart City Ltd.

Annexure-A
(Fixed rate for supply of vehicle)

Monthly rates of vehicle (Inclusive of Fuel & Driver)

Sl.	Detail of Vehicle	Upto 1000 km per month (Inclusive of all taxes)	Rate (Inclusive of all taxes) per km over and above 1000 km
1	Innova Crysta, Tata Safari-(AC)/ equivalent	@ Rs.	@ Rs. per km
2	Scorpio- (AC)/ Kia Seltos /equivalent	@ Rs.	@ Rs. per km
3	Tata Tigor, Tata Tigor (EV), Tata Nexon (EV), Swift D-Zire-AC/ equivalent	@ Rs.	@ Rs. per km

Hiring charges of vehicles on daily basis
(Minimum chargeable km per day =)

Sl.	Detail of Vehicle	Basic rate per km (Inclusive of all taxes)
1	Innova Crysta, Tata Safari-(AC)/ equivalent	@ Rsper km
2	Scorpio- (AC)/ Kia Seltos /equivalent	@ Rsper km
3	Tata Tigor, Tata Tigor (EV), Tata Nexon (EV), Swift D-Zire-AC/ equivalent	@ Rsper km

SN	Type of Vehicle	Rate in Rupees (Inclusive of all the taxes)		
		Outstation Booking		
		Basic rate (Rs. /KM) (Basic rate)	Night Halt	Minimum chargeable (KM/ day)

	Innova Crysta, Tata Safari-(AC)/ equivalent			
	Scorpio- (AC)/ Kia Seltos /equivalent			
	Tata Tigor, Tata Tigor (EV), Tata Nexon (EV), Swift D-Zire-AC/ equivalent			