

**OFFICE OF THE TRANSPORT COMMISSIONER-CUM-CHAIRMAN  
STATE TRANSPORT AUTHORITY, ODISHA, CUTTACK**

**TENDER CALL NOTICE**

Notice No: 16717  
LX-116/2024

Date: 13/11/2024

Sealed tenders are invited for a Request for Proposal (RFP) for the selection of a Transport Management Company (TMC) to provide travel services at the Pravasi Bhartiya Sammilani (PBS) held in Bhubaneswar, Odisha, from 8<sup>th</sup> Jan 2024 to 10<sup>th</sup> Jan 2024, by the office of the Transport Commissioner in Odisha. The deadline for online submission is **28/11/2024**.

For details, please visit the websites [www.odishatransport.gov.in](http://www.odishatransport.gov.in) and [www.enivida.odisha.gov.in](http://www.enivida.odisha.gov.in).

By the orders of the Transport Commissioner, Odisha

Sd/-

Addl. Commissioner Transport  
STA, Odisha Cuttack



**REQUEST FOR PROPOSAL (RFP) FOR “SELECTION OF  
TRANSPORT MANAGEMENT COMPANY (TMC)  
FOR  
PRAVASI BHARTIYA SAMILANI (PBS) AT  
BHUBANESWAR,  
ODISHA FROM 8<sup>th</sup> to 10<sup>th</sup> Jan 2025 ”**

**Tender No:** LX-116/2024/16717, **Dated:** 13/11/2024

**E.M.D:** Rs.4,00,000/- (Rupees Four Lakhs Only)

**Date:** 13/11/2024

**Tender Fees:** Rs 11,800/- (Inclusive of 18% GST)

OFFICE OF THE TRANSPORT COMMISSIONER, RAJASWA BHAWAN,  
CHANDINI CHOWK, CUTTACK, PIN: 753002, ODISHA.0671-2507042,0671-

2507238

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## DISCLAIMER

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Transport Commissioner, Odisha or any of their employees, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. This RFP is not an agreement and is neither an offer nor invitation by the Transport Commissioner, Odisha to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their technical and financial offers pursuant to this RFP (the "Bid"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Transport Commissioner, Odisha in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Transport Commissioner, Odisha, its employees to consider the technical capabilities, investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which 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. S Transport Commissioner, Odisha accepts no responsibility for the accuracy or otherwise of any interpretation or opinion on law expressed herein.

Transport Commissioner, Odisha, its employees make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of 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 Bid Stage.

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

The issue of this RFP does not imply that Transport Commissioner, Odisha is bound to select a Bidder or to appoint the selected Bidder or Operator, as the case may be, for the Project and Transport Commissioner, Odisha reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. Transport Commissioner, Odisha reserves all the rights to cancel, terminate, change or modify this procurement process and/or requirements of bidding stated in the RFP, at any time without assigning any reason or providing any notice and without accepting any liability for the same.

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 Transport Commissioner, Odisha or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and Transport Commissioner, Odisha shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

## **1. PROCESS OF SELECTION**

The process of selection of successful agencies would be as follows:

- i. Issue of RFP.
- ii. Pre-Bid Meeting/ Clarification/ Corrigendum (if any).
- iii. Submission of Bids.
- iv. Opening of Technical Bids.
  - a) Pre-Qualification evaluation
  - b) Technical Bid Evaluation of Pre-Qualified Bidders
- v. Opening of Financial Bids only for the technically qualified Bidders.
- vi. Issue of Work Order to the bidders whose proposals have been selected based on L1 based on Financial Evaluation criteria as per the terms of this RFP.

## 2. BID DATA SHEET

Sr. No	Key Information	Details
1.	Assignment Title	Request For Proposal (RFP) For Selection of Transport Management Company (TMC) For Pravasi Bhartiya Samilani (PBS) At Bhubaneswar, Odisha From 8th to 10th Jan 2025
2.	RFB Reference Number	<b>Notice No.:</b> LX-116/2024/16717, <b>Date:</b> 13/11/2024
3.	Purchaser	State Transport Authority (STA), Odisha, Cuttack
4.	Availability of RFB documents	The RFB is available and downloadable on ( <a href="http://odishatransport.gov.in/">http://odishatransport.gov.in/</a> and <a href="https://enivida.odisha.gov.in">https://enivida.odisha.gov.in</a> ) All Subsequent changes to the Bidding document shall be published on the above-mentioned website.
5.	Date of publication of the RFP	13/11/2024
6.	Last date for sending pre bid queries for clarification	<b>Date:</b> 20/11/2024 <b>Time:</b> 6:00 PM <b>Email:</b> addl.comm.tech@gmail.com Any queries beyond the stipulated time provided shall not be considered. The queries should be as per the prescribed format mentioned in the RFP.
7.	Place, Date & Time of Pre-Bid Meeting	<b>Place:</b> Office of Transport Commissioner, Odisha, 7th Floor, Conference Hall, Rajaswa Bhawan, Cuttack – 753002 <b>Date:</b> 22/11/2024 <b>Time:</b> 3:30 PM Allow to those prospective bidders who submit the Pre-Bid Queries and required physically to attend the Pre- Bid Meeting.
8.	Bid Submissions	Online bids to be submitted on <a href="https://enivida.odisha.gov.in">https://enivida.odisha.gov.in</a> Portal
9.	Last date and time for online submission of Proposal (Proposal Due Date)	<a href="https://enivida.odisha.gov.in">https://enivida.odisha.gov.in</a> <b>Date:</b> 28/11/2024 <b>Time:</b> 4:00 PM
10.	Last date and time for Physical	<b>Date:</b> 29/11/2024 <b>Time:</b> 12:00 Noon

Sr. No	Key Information	Details
	submission of Proposal	Technical proposal only along with original Demand Drafts of Tender Fee and EMD. Submission beyond the stipulated time provided shall not be considered.
11.	Method of Selection	Two bid system: (Technical & Financial)
12.	Place, Date and time of opening of Pre-Qualification and Technical Proposals.	<b>Place:</b> Office of Transport Commissioner, Odisha, 7th Floor, Conference Hall, Rajaswa Bhawan, Cuttack – 753002 <b>Date:</b> 29/11/2024 Time: 4:00 PM
13.	Date of Technical Presentation	Date & Time Will be communicated later.
14.	Place, Date of opening of Price Proposals	<b>Place:</b> State Transport Authority, 7th Floor, Conference Hall, Rajaswa Bhawan, Cuttack – 753002 <b>Date &amp; Time:</b> Will be communicated later to the technically qualified bidders at Email ID provided by bidders.
15.	Cost of Tender Fee	Non-refundable Rs. 11,800/- {Rs.10,000/- + 18% GST (Rs. 1,800/-)} inform of Demand Draft issued by any Nationalized bank drawn in favor of Transport Commissioner, Odisha payable at Cuttack The tender fee shall be submitted by all the participants in this tender.  (The eNivida Portal is showing an option of paying this fee in BG form. Bidder shall select this option and enter DD details instead of BG details and submit the DD in Original along with the original Hard copy of technical bid.)
16.	Earnest Money Deposit (EMD)	The bidder is required to submit EMD of Rs 4,00,000/- (Rs. Four lakhs only) valid for 45 days beyond final bid validity period. (in form of Demand Draft issued any Nationalized Bank in India and drawn in favour of the “Transport Commissioner, Odisha” and payable at “Cuttack”, must be submitted along with the Technical Proposal.) (The e-Nivida Portal is showing an option of paying this fee in BG form. Bidder shall select this option and enter DD details instead of BG details and submit the DD in Original along with the original Hard copy of technical bid.)
17.	Performance Security	5% of the estimated contract value in the form of Bank Guarantee, valid for a period of 60 days beyond the date of completion of all contractual obligations of the selected bidder.



Sr. No	Key Information	Details
		The Performance Security shall be in the form of an irrevocable Bank Guarantee issued by any Indian Nationalized Bank in favour of <b>Transport Commissioner, Odisha</b> and payable at Cuttack.
18.	Scope of Work	The detailed scope of work is provided at Part - I of this RFP
19.	Language of bid	The bid should be submitted in English
20.	Currency for Bidding	All quoted bids shall be in Indian Rupees (INR).
21.	Bid validity	90 days from the date of submission of Bid
22.	Bid documents	Bidders must submit their bids in line with the requirements stated in this RFP.
23.	Issue of Work Order	To be informed later
24.	Address for Communication	Office of The Transport Commissioner, State Transport Authority, Government of Odisha, 6th Floor, Rajaswa Bhawan, Chandini Chowk, Cuttack, PIN: 753002, Odisha. 0671-2507042,0671-2507238

### 3. ACRONYMS

Sl. No.	Abbreviation	Description
1.	STA	State Transport Authority
2.	TMC	Transport Management Company
3.	PBS	Pravasi Bhartiya Sammilani
4.	RFP	Request for Proposal
5.	EMD	Earnest Money Deposit

### 4. INTRODUCTION

The Pravasi Bharatiya Sammilani Convention will be held from 8-10 January 2025 at the Bhubaneswar Odisha. High-level dignitaries from abroad and India are expected to attend the event. Besides, it is expected that the event will be attended by about ~3,000 overseas and Indian delegates and over ~200

media representatives. Tenders along with the relevant schedules and appendices duly filled in, will be submitted online up to the time indicated in the timeline for RFP. The Bidders or their authorized representatives may be present at the time of the tender opening.

#### 4.1. Invitation

- a) STA invites Tenders from Transport Management Companies (TMCs) to provide transport services for the provision of appropriate transportation during the conduct of **Pravasi Bhartiya Sammilani (PBS) - 2024**. TMCs will be selected based on criteria defined in succeeding paragraphs. Selected TMCs will be responsible for the provision of all types of vehicles as listed out in the document at the event place as per required numbers and conditions on given dates. The detailed scope of work is listed in Part 1.
- b) The objective is to engage Transport Management Companies (TMCs) that have an extensive domestic network and expertise to provide assorted class of vehicles of high quality, drivers and all other facets involved with being a reliable and trusted Transport management company. Company(s) must be committed to meet the exclusive customer expectations whilst maintaining high standards of quality and professionalism.
- c) The scale and importance of the event expected quality parameters from TMCs are defined in Part – II, III and IV of this RFP.

#### 4.2. Strength of Guests

The strength of guests participating in the PBS event is based on the kind of meetings being scheduled at each venue/ location. In addition to guests, additional officials and staff will also be helping in conduct of these meetings and they will also require transport services to deliver the assigned task to them, which includes:

- (i) Press and Media
- (ii) Officials of different ministries, Govt. of India
- (iii) Officials and staff from Transport Department, Govt. of Odisha
- (iv) Liaison officers etc.

#### 4.3. Layout of RFP

This RFP has been divided into five parts as follows: -

- (a) **Part I.** Contains essential details of scope of work, services required, etc.
- (b) **Part II.** Contains Pre-Qualification Evaluation Criteria, Technical and Financial Evaluation.

(c) **Part III.** Contains General Information and instructions for the Bidders about the RFP such as the date, time and place of submission of bids and opening of tenders, validity period of tenders, EMD etc.

(d) **Part IV.** Standard Conditions of RFP, which will form part of the contract with the Selected Bidder.

(e) **Part V.** Contains special conditions applicable to this RFP and which will also form part of the contract with the Selected Bidder.

#### 4.4. Issue of RFP

This RFP is being issued with no financial commitment and STA reserves the right to change or vary any part thereof at any stage. STA also reserves the right to withdraw the RFP at any stage.

### 5. PART I-SCOPE OF WORK:

5.1. These meetings will be attended by delegations from various countries. These PBS conference will be conducted on 08 to 10 January 2024 at Bhubaneswar Odisha, requiring provision of large number of good quality vehicles to ferry delegates arriving to attend said PBS conference. Accordingly, a range of vehicles including luxury sedans, sedans, SUVs, vans & luxury buses shall be made available by the selected vendor.

#### 5.2. Services required from TMCs

- i. Arranging local transportation for delegates including pick up/drop off from/to Airport, transportation by cars, coaches/buses/vans during 08 to 10 January 2025 for ~2000 international guests and VIPs, as per norms decided by the authority.
- ii. Arranging local transportation for ~200 artists only for cultural programme on 8-10 January 2025. Transportation of artists will also be arranged for pick up/drop off from/to Airport/Railway Station, for rehearsals from place of stay to rehearsal venue.
- iii. Arranging/Coordinating transportation of guest from Hotel to PBS venues and back during 08-11, January 2025 including airport pick-ups and drop offs.
- iv. Compilation of master list of guests for whom logistics are arranged indicating the following: complete name of delegate, Passport Number, Email/mobile number of delegate/guests, sector of travel, Date of arrival/departure, flight details, Hotel & Room No., Vehicle number, Driver name & mobile number, Liaison officer name & telephone number etc.
- v. Coordinating with office of Transport Commissioner, Odisha and implement direction of STA issued from time to time.

- vi.** Coordinating with other Event Manager/Partner i.e. Event manager (Conference) and Partner (Media & Publicity campaign) for smooth logistic arrangements
- vii.** Partner (Transportation) in coordination with Event Manager (Conference) shall ensure that all guests/invitees/delegates are received/seen off well at the Airports/hotel etc.
- viii.** It may be noted that the numbers mentioned in the RFP are illustrative and indicative only. The numbers may increase or decrease. In case the number increases bills will be settled on actual basis and if the number decreases, payment will be made on pro-rata basis.
- ix.** Any other job that may be assigned by Transport Commissioner, Odisha pertaining to logistics.
- x.** During the cultural evening, excursion site visit or any other official visit which involves movement of large delegation, transfers will either be provisioned through luxury buses or vans as deems fit.
- xi.** For all the Ministers and VIPs visiting Odisha during their respective meetings, they will be provided with a dedicated vehicle. The vehicle will be available with these dignitaries from their arrival till departure from India. For Working group meetings, Heads of delegation will also be provided with dedicated vehicle.
- xii.** The bidders shall have their functional online website for real time bookings, record of vehicles, records of chauffeurs and monitoring of vehicles.
- xiii.** To ensure the above said requirements following is requested from TMCs:
  - (a)** Positioning of vehicles as requested by the authority
  - (b)** Positioning of overall supervisor and required staff to assist him for planning, controlling and managing the movement of fleet of vehicles at the meeting venue. Overall supervisor has to establish a Transport Desk.
  - (c)** Selected TMCs has to appoint nodal officers to remain in constant touch with PBS officials.

### **5.3. Essential Vehicle Fleet.**

On any particular day, there can be more than one meeting being held simultaneously. The exact requirement of vehicles for a city will only be ascertained based on number of registration of delegates and their itinerary. Wherever feasible, mass movement of delegates will be catered in luxury vans or buses.

Sl. No.	Type of vehicle	Tentative No. of vehicle
1.	SUV (ex. Innova Crysta)	120
2.	Sedans (ex. Swift Dzire/Ciaz/Amaze/Aura etc.)	40
3.	Luxury Sedans (ex. BMW/Audi/Mercedes etc.)	40
4.	Bus seating capacity (30-40)	30

\* **Note-** 25% of each type of vehicle fleet must be available for ready deployment in case of breakdown or other necessary requirement.

#### 5.4. Movement of Vehicles.

The successful vendor shall be required to provide transportation for the transfer of delegates as under: -

- (a) Airport to Hotels and Hotel to Airport transfers.
- (b) Hotels to the Meeting Venue and back.
- (c) Meeting Venue/ Hotels to the venues of Welcome dinner/ Gala Dinner/ Farewell dinner.
- (d) Meeting Venue/ Hotels to the excursion sites and back.
- (e) Any other requirement as given in the meeting program/ schedule.
- (f) The vehicles provided to Ministers/ VVIPs shall be at their disposal throughout, from their arrival to departure. These vehicles may undertake movement other than specified above.
- (g) Transport from International to Domestic airport terminals, wherever required. Details of the cities, where it is essential and of delegates requiring such services shall be shared with sufficient time notice.

#### 5.5. Time & Distance.

- (a) The vehicles for participating delegates, as sought by the STA may be requested 01 day before commencement of meeting (OR one day before arrival of the delegation) on case to case basis (for the purpose of security clearance of vehicles and drivers). The day of arrival for most delegations will be one day before the scheduled meeting and the day of departure will be the day after the last day of scheduled meeting.
- (b) Some of the vehicles for PBS officials and organising teams may need to be provided from 5-7 days before the meeting. These vehicles shall be de-hired upon complete closure of meeting arrangements and settlement of other aspects, which may take upto 2-3 days after the meeting.

(c) Running Distance: The distance envisaged to be run by the vehicles will may vary the time of event. Even for a particular meeting, different types of vehicles may cover different distances depending upon the relative locations of hotels, meeting venues, excursion sites etc.

## 5.6. Qualitative, Technical and Administrative Requirements

**5.6.1.** Cleanliness, quality, mechanical fitness and roadworthiness of the vehicles deployed for duty shall be ensured every time.

**5.6.2.** All vehicles tendered will have comprehensive insurance and all other documents as required by Central Motor Vehicle Act. The selected TMCs agree that: -

(a) All vehicles employed under this agreement will be passed fit mechanically and commercially in all respects by the authorities/ officials concerned. The vehicles will comply with the specifications spelt out in Automotive Industry Standards as amended from time to time.

(b) All documents related to a vehicle including Registration books, duly attested and Insurance Policy are liable to be examined by a designated official from this STA, when the vehicle reports for duty.

### 5.6.3. Standard of Vehicles

(a) **Appearance.** External appearance should be clean, dust free, well painted, polished and without any dents/ scratches. The interior should be neat and clean with impeccable layout and stowage. All removable items should be properly secured to the body of the vehicle and should remain in position when the vehicle is moving. There should also be no unnecessary noise due to these items, both when stationary and on the move.

(b) In addition to conditions related to essential details, road worthiness and quality specifications applicable to all vehicles listed in earlier paragraphs, the following will be adhered to :-

- (i) The TMCs will ensure pre-sanitisation and cleanliness of vehicles.
- (ii) The vehicle will carry one serviceable spare wheel, necessary tools for repairs & fire extinguishers.
- (iii) The vehicle should adhere to existing exhaust emission norms.
- (iv) All lights including beacon lights and indicators should be in working condition.

- (v) There should not be any unwarranted vibration/ sound from Engine/ Exhaust or any other part of the vehicle.
- (vi) Tyre pressure is accurate as per manufacturer and tyres are in good condition.
- (vii) First Aid Box with medicines will be placed in each vehicle.
- (viii) Good condition of interior upholstery of the vehicle. The seats of the vehicle should be comfortable.
- (ix) Vehicles will be fumigated against infectious diseases (if any); all expenses in this connection will be borne by the Seller.
- (x) Vehicle to be in possession of all necessary documents i.e. registration certificate, comprehensive insurance policy, route permit and valid Pollution Under Control certificate. Non possession of any of these documents may render the vehicle to be rejected.

#### 5.6.4. Age of the Vehicles:

Age of the vehicles which will qualify for securing the contracts are as given as under (**\* The below mentioned age is only for the consideration during technical evaluation stage, however the actual vehicle to be provided to delegates shall be at par with brand new condition both in appearance and with good condition of engine and accessories**)

S. No.	Type of Vehicles	Maximum Age as on 01 Sept 2024
(a)	Sedans/ Luxury Sedans/ Vans/ SUVs	03 Years
(b)	Buses	05 Years

#### 5.6.5. Specific Conditions Applicable to Buses.

In addition to essential details, road worthiness and quality specifications applicable to all vehicles, terms as applicable to buses are as covered in subsequent paragraphs.

- (a) **Type of Bus.** Only Volvo/ Mercedes/ Scania/Tata Luxury coaches will be provided. The seats shall be strictly in seating configuration (no sleepers).
- (b) **Drinking Water.** Drinking water should be available in the bus, in water bottles properly stowed in the holders.
- (c) **Luggage rack.** Overhead baggage rack should be provided within the bus on either side of the aisle for hand baggage.

**(d) Emergency Exit.** All emergency exits shall be prominently displayed in red letters in English as under. In addition, representative signals may also be used.

**"EMERGENCY EXIT" or "EMERGENCY DOOR"**

**(e) Lighting:**

**(i) External.** External lighting, signalling and indicating systems of the bus should comply with the Rules laid down of the Central Motor Vehicle Rules, as amended from time to time. This also includes side marker lamps mounted on the sides of the Bus at heights of 800-1200 mm above ground level.

**(ii) Internal.** Lighting systems shall provide adequate illumination inside the bus for the safe operation by the driver and the passengers, during darkness and other conditions of reduced visibility. At least two-night lamps spaced at suitable interval shall be provided in the passenger compartment.

**(f) Curtains.** It's not mandatory to provide curtains. However, wherever provided, the condition of curtains should be good, and they should not be worn out/faded. The shade should be dark, and material should be of acceptable quality. It should be easy for passengers to draw and undraw the curtains as per respective individual requirements. There should be a slot/arrangement for proper securing of the curtains when drawn.

**(g) Flooring.** Flooring is mandatory and should be of suitable material giving a good/aesthetic appearance. The surface should also not present any obstruction to move of transients.

**(h) Seats.** The seating configuration should be either 2x2 or 2x1, affording sufficient space for passenger to sit, get in/ out of the seat and move through the aisle. The seats should be of the highest quality as available in the best buses available commercially.

**(i) Seating Capacity.** Minimum seating capacity the bus shall be in the range of 34-40.

**5.6.6. Specific conditions applicable to all vehicles.**

Every vehicle shall be provided with the following utilities:-

- i First Aid Box.
- ii Bottled Water.
- iii Newspapers/ magazines.
- iv Fire extinguisher as per prevailing rules/guidelines.
- v Air freshener.
- vi Hand Sanitizer.
- vii tissue papers.



viii Face Masks.

ix Hotspot/WIFI as when required by delegates

#### **5.6.7. Agency/TMC Staffing**

- a) Successful Bidder will provide at least one (1) consistent primary contact, and one (1) secondary back-up contact for the entire term of this agreement
- b) Successful Bidder will provide contact names upon signature of the agreement.
- c) Successful Bidder will provide all names, phone, and email address information for all key contacts associated with PBD convention 202.4
- d) Successful Bidder will provide at least 10 (ten) support team to work at the airport(s) Hotels, venue and other places to welcome delegates as they arrive, and to assist them

### **5.7. Performance of Duty**

#### **5.7.1. Management of Vehicle Fleet**

- (a) The entire fleet shall be controlled by the TMC, and a Transport desk/cell constituted by TMC with consultation of STA, shall oversee the same. The Transport Desk shall include a representative from the PBS event, a representative from the concerned line STA and (adequate) staff from the service provider, including a team leader. The vehicle pool/combination of vehicles for different purposes, e.g. between airport and hotel/ between hotel and meeting venue, shall be decided by the transport desk in consultation with STA officials.
- (b) There is should be a counter for each pickup point, event location and department office (to be specified by authority)
- (c) Communication devices/mobile phone should be provided for all counter staff and drivers
- (d) TMC should manage the logbook for every vehicle and counter signature by the nodal officer
- (e) Nodal staff from STA will be deployed for the event.
- (f) Sign of nodal officer on the logbook for invoice
- (g) TMC should establish a control room at event site for monitoring
- (h) Particular uniform for all staff of TMC
- (i) Clean/stainless Towels should be available
- (j) **Role of Transport Desk**

- (i) Positioning of vehicles for different delegates/ delegations as per requirement.
- (ii) Real-time monitoring and control of vehicles.
- (iii) Control of drivers and other staff involved in the operation.
- (iv) Replacement of faulty or broken-down vehicles.
- (v) Keeping track of mileage/ distance covered by each vehicle on a daily basis and ensuring maintenance of a proper logbook.
- (vi) Inspection of vehicles and declaring them fit for deployment on a daily basis.

### 5.8. Employment of Manpower.

The Agency shall provide, in addition to drivers and other personnel involved in the running of vehicles, adequate staff to monitor & control the movement of vehicles. This staff shall form part of the Transport Management Desk. The composition of this control/ monitoring team may be determined by the Service Provider. In addition, the following is required: -

- A.** Successful bidder will also ensure verification of credentials of drivers prior to their hiring and also to ensure that the drivers being employed have adequate experience.
- B.** All person(s) employed by Successful TMCs in handling the transport under the contract shall get their credentials verified.

#### 5.8.1. Standards for Drivers.

The drivers should meet the following qualitative requirements: -

- a) Experience.** The driver should have a minimum of 5 years of driving experience and a valid driving license at least 5 years old.
- b) Fluency in Languages.** All employed drivers must be fluent in English, Hindi, and Odia to communicate with the delegates, when necessary, effectively.
- c) Knowledge.** Drivers should have sufficient knowledge of the city and should be well conversant with all the routes.
- d) Turnout.** All the drivers will be attired in similar uniforms with laced shoes. Particular details of the uniform shall be submitted in the bid.
- e) Medical Condition.** Drivers should be medically fit.
- f) Conduct.** The manner, etiquette and behaviour of the drivers should be sober, amicable and acceptable as per societal norms. Under no condition, the driver will be rude to the users.

- g) On account of undesirable behaviour/ conduct, any Driver is liable to be changed immediately if instructed by the concerned official from STA.
- h) **Mobile Phones.** All drivers will be in possession of mobile phones. However, they are required to be put in silent mode. USE OF MOBILE PHONES WHILE DRIVING IS NOT PERMITTED.

### 5.8.2. Branding.

All the vehicles deployed for the transfer of delegates during the PBS event shall be branded with the PBS logo (in the form of removable stickers) by the concerned Event Management Company (EMC) or any other agency appointed by STA. The service provider must agree to the appropriate branding of vehicles.

## 6. PART II - ELIGIBILITY CRITERIA & EVALUATION PROCESS:

### 6.1. Minimum Eligibility Criteria.

The minimum eligibility criteria to participate in the bidding process are as tabulated below: -

Sr. No	Basic Requirement	Specific Requirement	Documents Required
(a)	<b>Legal Entity</b>	The Applicant should be a company registered in India under the Companies Act 2013 or any other previous Companies Act or a Limited Liability Partnership registered under the LLP Act, 2008 or a registered Partnership under the Indian Partnership Act, 1932 or Registered as a society under the Societies Act, 1860, for at least 5 (Five) years.	<ul style="list-style-type: none"> <li>• Copy of valid Registration Certificates</li> <li>• Copy of Certificates of incorporation</li> </ul>

Sr. No	Basic Requirement	Specific Requirement	Documents Required
(b)	<b>Turnover</b>	The annual Average Turnover of the Company for the last three financial years, i.e. from FY 2018-19 to FY 2023-24 (as per the last published audited balance sheets), should be <b>more than Rs. 4 Cr (Rupees four Crores)</b>	Copy of Audited Annual Accounts or CA certificate, certifying the organisation's turnover with CA's Registration Number/ Seal (Format at Annexure V).  If the audited Financial Statement for the FY 2023-24 is unavailable, then a provisional Financial Statement duly certified by CA is to be submitted.
(c)	<b>Experience</b>	The agency shall have experience supplying transport services to at least 08 events for high-level government or corporate events involving foreign nationals/delegations. (for govt events, visits of HOS/HOG/ministers/foreign govt officials shall be considered; for corporate events, conferences/ seminars /events of MNC, PSUs, Banks, etc shall be considered) At least 05 events will require the participation of more than 1,000 personnel within last 05 years. In addition, the agency shall have at least 15 years of experience in offering transport services.	Work Orders/ Work Completion Certificates/ MoU and Receipt of Final Payment from the client
(d)	<b>Geographical Presence</b>	Bidding company must have their office in Bhubaneswar for coordinating events and tours	Address, Contact Details along with documents of office registration or any legal proof of presence of office including rent agreements in the name of company and GST number of Odisha.  Rent agreement post 31 Sept 2023 will not be considered.

Sr. No	Basic Requirement	Specific Requirement	Documents Required
(e)	<b>Employees on Payroll</b>	The Bidding Company should have a minimum of 80 professionals on its payroll, including a minimum of 50 drivers, as of 31 Sept 2024.	The company shall submit the corresponding EPF statement or Letter from HR as documentary evidence.
(f)	<b>Tax Registration</b>	The bidding company shall hold valid state <b>GST registration of Odisha and PAN certifications</b>	Copies of relevant certificates of registration
(g)	<b>Non-Blacklisting</b>	Bidding companies <b>should not be blacklisted by any central or state government company, PSU etc.</b>	Self- Undertaking in this regard to be submitted (format at Annexure VII)  <b>Also, bidding agencies have to declare the total number of arbitration cases they had in the past and are currently going on with any government agencies and ministries.</b>
(i)	<b>Vehicle Fleet</b>	The agency should have at least the following fleet of cars registered in India in the name of the bidding agency, or the bidding agency shall have the following fleet of vehicles with a long leasing model of 01 year or more:  <ul style="list-style-type: none"> <li>• 50 BMW/Audi/Mercedes Benz cars and equivalent registered in the name of the agency</li> </ul> <p style="text-align: center;"><b>or</b></p> <ul style="list-style-type: none"> <li>• 60 Mercedes Benz cars and equivalent on lease of 01 years or more.</li> <li>• 50 Swift Dezire/ (minimum 05 of each type)</li> <li>• 150 Innova Crysta (Minimum)</li> <li>• 37 Luxury Buses (minimum)</li> <li>• Overall, there should be a minimum of 400 vehicles registered/ long leasing model of 01 year or more with the agency</li> </ul>	Affidavit regarding ownership of vehicles supported by registration documents or leasing agreement. Registration of vehicles shall not be older than 01 Apr 2020

## 6.2. Evaluation Process

### 6.2.1. Evaluation Criteria:

- a. The two bid systems (Technical and Financial) shall be followed for this tender. The bid (complete in all respects) shall be submitted online at Website: (<http://odishatransport.gov.in/> and <https://enivida.odisha.gov.in/>)
- b. The tender will be opened at the pre-designated time, as mentioned in the fact sheet; the interested agency may send their representatives physically during the tender opening. The agency shall respond to the queries based on the RFP and submitted documents during the presentation.
- c. The agencies that will qualify technical parameters as mentioned in Para 6.1 and justify the queries of TEC will only be eligible for opening their financial bids.

### 6.2.2. Technical Evaluation Criteria:

TMCs need to submit all the relevant documents to justify basic minimum criteria related to parameters mentioned in para 6.1; agencies fulfilling all the criteria. After evaluation of the Technical Bids by the TEC, financial bids of only the TMCs qualifying during the technical bidding process and justifying the queries of TEC during the presentation would be opened.

### 6.2.3. Financial Evaluation Criteria:

- (a) The bidders shall submit their financial bids using the Annexure-I format. Participating agencies have to submit financial bids for events mandatorily. Not filling financial bids for a particular event result in cancelling all bids submitted by the agency, and the agency shall not be considered for the award of work. Also, participating TMCs must give an undertaking for willingness to provide transport services in the PBS event allotted to them as per the format given in Annexure-IV.
- (b) Based on the financial bid, L1 will be shortlisted based on the overall financial bid of all classes of vehicles and rates for extra hours and kilometres.

## 7. PART III- INSTRUCTIONS TO BIDDERS:

### 7.1. Schedule of RFP Selection Process

- (a) The timeline for the RFP process is mentioned in **BID DATA SHEET** section. While no changes to this timeline are anticipated, it is subject to amendments owing to circumstances. Any such changes shall be promptly conveyed to the bidders through a suitable corrigendum.
- (b) Pre-Bid Meeting. A pre-bid meeting will be arranged on both online and Physical mode.

- (c) STA, at its sole discretion, reserves the right to extend the deadline for the uniform submission of proposals for all bidders by issuing a corrigendum.

## 7.2. Instructions for Submission of Proposals.

- a) The bid shall be submitted online at e-Portal Website: (<http://odishatransport.gov.in/> and <https://enivida.odisha.gov.in/>)
- b) Bidders are advised to follow the instructions provided in this Tender document for the e-submission of the bids online through the e-Portal Website: <https://enivida.odisha.gov.in> before proceeding with the tender.
- c) All documents as per tender requirement shall be uploaded online through e-Portal Website: <https://enivida.odisha.gov.in>.
- d) Online bids without the required documents will be summarily rejected.
- e) Both technical and financial bids are to be submitted concurrently duly signed digitally on the Central Public Procurement Portal.
- f) The bidders shall have a valid digital signature certificate to participate in the online tender. The cost of digital signatures, if any, will be borne by respective bidders.
- g) Prospective bidders are accordingly advised to go through instructions provided at e-Nivida portal.
- h) The online bids (complete in all respects) must be uploaded online in Two Covers (Cover- I: Technical and Cover- II: Financial bid).
- i) The bidder must submit their financial bid in the prescribed format (BOQ.XXXX File) - specified at Annexure-I of this tender document and no other format is acceptable. Bidders are required to download the BOQ File, open it and complete the unprotected cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name and same bids shall be submitted physically at the office of Transport Commissioner, Odisha.
- j) The bidder shall bear all costs associated with the preparation and submission of its bids and the Transport Commissioner, Odisha will in no way be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. It is also clarified that no binding relationship will exist between the Authority and any of the bidders until execution of contract.

### 7.3. RFP Notice:

This notice inviting tender document is being published by the Transport Commissioner, Odisha for the “Request for proposal for transport management company (TMC) for Pravasi Bhartiya Samilani (PBS) held at Bhubaneswar, Odisha from 08th Jan to 10th Jan 2025.”.

### 7.4. Bid Document Fee

The bidders are requested to pay the Bid Document Fee as defined in this RFB. The RFB document can be downloaded from the portal (<http://odishatransport.gov.in/> and <https://enivida.odisha.gov.in/>) on registration. Bids that are not accompanied by the RFB Price or accompanied with inadequate RFP Price, shall be considered non-responsive and will be rejected.

### 7.5. General information and Guidelines

1. Bidders who meet the eligibility criteria / requirements in terms of this RFB are eligible to submit proposals in response to this RFP document.
2. Bidder shall not be allowed to submit more than one proposal for this project.
3. Copy of Tender Fee and EMD are to be submitted by the bidders along with Pre-Qualification documents, without which tender will be considered as incomplete and shall be liable for rejection of the proposal.
4. Offline Submission of financial bid/ Financial documents/rates by the bidders will not be accepted by the Authority, under any circumstance.
5. The successful bidder shall be required to, inter alia: (a) enter into the agreement, (b) adhere to the provisions of the agreement so entered into, and (c) implement the project in accordance with the terms and conditions of the said agreement.

### 7.6. Instruction to Bidders for Online Bid Submission

e-Nivida is a complete process of e-Tendering, from publishing of RFBs/tenders online, inviting online bids, evaluation and award of contract using the system. The instructions given below are meant to assist the bidders in registering on e-Nivida Portal and submitting their bid online on the portal.

More information useful for submitting online bids on the e-Nivida Portal may be obtained at: <https://enivida.odisha.gov.in>

1. The RFB can be downloaded directly from the tender portal <https://enivida.odisha.gov.in> and <http://odishatransport.gov.in>
2. Instruction to Bidders for participation in Tender through <https://enivida.odisha.gov.in>



- (a)** Bidders must get themselves registered on the portal for participating in the e-tenders published by the department. Detailed registration help manual is available in bidder help manual kit.
- (b)** Bidders must provide the details of PAN number, registration details etc as applicable and submit the related documents. The user id will be activated only after submission of complete details. The activation process will take minimum 24 working hours [odishaenivida@gmail.com](mailto:odishaenivida@gmail.com)
- (c)** Bidders must have a valid email id and mobile number.
- (d)** Bidders are required to obtain Class 3 Digital Certificates (Signing & Encryption) as per their company details.
- (e)** Once bidder DSC is mapped with the user id, the same DSC must not be used for another user id on the same portal. However, bidder can update the digital certificate to another user id after un mapping it from the exiting user id.
- (f)** Bidders now can login with the activated user Id & DSC for online tender submission process in this portal.
- (g)** Bidders can upload required documents for the tender well in advance under My Documents and these documents can be attached to the tender during tender participation as per the tender requirements. This will save the bid submission duration/time period and reduce upload time of bid documents.
- (h)** Bidders must go through the downloaded tender documents and prepare and upload bid documents as per the requirements of the department.
- (i)** Bidders are advised to read complete BoQ/ Price Bid/Financial Bid and Terms & Conditions before quoting rates in the bid document.
- (j)** Any modification/replacement in BoQ/ Price Bid/Financial bid template is not allowed. Bidders must quote only in predefined fields in the bid sheet and save the bid sheet. After saving, the same bid sheet must be uploaded in the portal.
- (k)** Bidders must pay required payments (enivida registration fee, Tender fee, EMD, Tender Processing Fee etc) as mentioned in the tender document, before submitting the bid.
- (l)** Bidders are recommended to use PDF files for uploading the documents and file size must not cross 40MB. Only price bid sheet will be in Excel format.
- (m)** The bidders must ensure to get themselves registered on the portal at least 1 week before the tender submission date and get trained on the online tender submission process. For

tender submission and registration process bidders are advised to refer respective manuals on website. Tender inviting Authority/Department will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues like internet connectivity/PC speed/etc...

- (n)** Offline Submission of financial bid/ Financial documents/rates by the bidders will not be accepted by the Authority, under any circumstances.
- (o)** After final submission of the bid, a confirmation message and bid submission acknowledgement will be generated by the portal. The bid submission acknowledgement contains details of all documents submitted along with bid summary, token number, date & time of submission of the bid and other relevant details. Bidder can keep print of the bid submission acknowledgement.
- (p)** If bidder is resubmitting the bid, bidder must confirm existence of all the required documents, financial bid and again submit the bid. Once submitted, the bid will be updated.
- (q)** Submission of the bid means that the bid is saved online; but system does not confirm correctness of the bid. The correctness of the bid will be decided by tender inviting authority only.
- (r)** The time displayed in the server is IST (GMT 5:30) and same will be considered for all the tendering activities. Bidders must consider the server time for submission of bids.
- (s)** Bid documents being entered by the Bidders will be encrypted at the client end and the software uses PKI encryption techniques to ensure security/secretcy of the data. The submitted bid documents/data become readable only after tender opening by the authorized individual.

#### **7.6.1. Guidelines for Registration**

- (a)** Bidders are required to enrol themselves on the e-Nivida Portal <https://enivida.odisha.gov.in> or click on the link "Bidder Enrolment" available on the home page by paying Registration Fees of Rs.2,500/- + Applicable GST.
- (b)** As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (c)** Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
- (d)** Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any

Certifying Authority recognized by CCA India (e.g. Sify/ TCS / nCode/ eMudhra etc.), with their profile.

- (e)** Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- (f)** Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
- (g)** The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.
- (h)** After completion of registration payment, bidders need to send their acknowledgement copy on help desk mail id odishaenivida@gmail.com for activation of the account.

### **7.6.2. Searching for Tender Documents**

- (a)** There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
- (b)** Once the bidders have selected the tenders they are interested in, then they can pay the processing fee of the enivida portal by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

### **7.6.3. Preparation of Proposals**

- (a)** Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- (b)** Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- (c)** Bidder, in advance, should get ready the bid documents to be submitted as indicated in the bid data sheet and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option which helps in reducing size of the scanned document.
- (d)** To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such

standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Documents” available to them to upload such documents.

- (e) These documents may be directly submitted from the “My Documents” area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Already uploaded documents in this section will be displayed. Click “New” to upload new documents.

#### 7.6.4. Submission of Bid Proposals

- (a) Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (b) The bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions as mentioned in the tender document.
- (c) Bidder shall select the payment option as per the tender document to pay the tender fee / Tender Processing fee as applicable and enter details of the instrument.
- (d) In case of BG bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.
- (e) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the yellow Coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- (f) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- (g) The uploaded bid documents become readable only after the tender opening by the authorized bid openers.
- (h) Upon the successful and timely submission of bid click “Complete” (i.e. after Clicking “Submit” in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
- (i) The tender summary shall be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### 7.6.5. Clarifications on using e-Nivida Portal

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the bid data sheet. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.

Please feel free to contact **e-Nivida Helpdesk (as given below)** for any query related to e-tendering.

**Phone No.: 011-49606060, 9355030604, 9355030613 Mail id: odishaenivida@gmail.com**

#### 7.7. Validity of Bids:

- (a) Bids shall remain valid and open for acceptance for a period of 90 days from the last date of submission of Bids.
- (b) In case, STA calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- (c) The STA may seek for extension of validity of bids with mutual agreement between STA and bidders, without any modifications and without giving any reasons thereof.

#### 7.8. Earnest Money Deposit (EMD):

- (a) Bidders are required to submit as part of the bid as an Earnest Money Deposit (EMD) of ₹ 4,00,000/- (Rupees Four lakh only). The scanned copy of EMD must be uploaded on e-Portal and original to be delivered to the STA office on or before the last date of bid submission. The bidder is required to submit EMD valid for forty-five days beyond the final bid validity period, in favour of ‘Transport commissioner, Odisha.
- (b) EMD of all bidders except in case of the bidder obtaining the work order will be returned to them not later than 30 (Thirty) days after the declaration of results. EMD submitted by bidder

will earn no interest. EMD will be forfeited on account of one or more of the following reasons:

-

**(i)** The Bidder withdraws/modifies his bid without notice during the bid validity period. The Transport Commissioner, Odisha may also debar it from participating in future tenders in such a case.

**(ii)** In case the Selected Bidder fails to sign the Contract in time and furnish a performance guarantee.

**(iii)** In case the selected bidder submits unwillingness or fails to supply services in the PBS event.

**(iv)** As felt or observed by Transport Commissioner, Odisha on account of any kind of misappropriation or for trying any sort of influence to get the work order

**(c)** The Selected Bidder's EMD shall be returned upon submission of the Performance Guarantee and signing of the Contract.

#### **7.9. Rejection of Bids:**

**(a)** Any proposal received after the closing time for submission of proposals shall be returned unopened.

**(b)** Notwithstanding anything contained in this RFP, the Transport Commissioner, Odisha reserves the right to accept or reject any bid and to annul the selection process and reject all bids at any time without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons thereof. No tenders/bidders shall have any cause or claim against the Transport Commissioner, Odisha for rejection of their bid.

**(c)** Any failure on the part of the bidder to observe the prescribed procedure, canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD.

**(d)** Failure to furnish all the information required in accordance with the RFP may result in rejection of the bid.

**(e)** The contract shall be promptly terminated if it is found that the firm is blacklisted on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertakings etc.

#### **7.10. RFP Queries:**

**(a)** A prospective Bidder requiring any clarification on the RFP may notify STA by email mentioned in the RFP in excel format as prescribed below along with a cover letter in

company's letterhead. STA will respond to any request for clarification which is received in the specified format before the prescribed date and time mentioned in the RFP. Copies of STA's response will be issued to the interested entities, including a description of the query but without identifying its source.

**Format for Prebid Queries (To be sent in MS-Excel format along with a cover letter of bidder's letterhead:**

Sl. No	RFP Clause/Section No.	Page No. of the RFP	Present Clause	Clarification Sought

**(b)** Any queries relating to the process of online bid submission or queries relating to E-Nivida Portal in general may be directed to the 24x7 Helpdesk no of e-Nivida.

#### 7.11. Acknowledgement by Bidder:

The bidder must submit an acknowledgement as per format placed at Annexure IV along with Technical Bid stating that the bidder has:-

- I. Made a complete and careful examination of the RFP;
- II. Received all relevant information requested from the STA;
- III. Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the STA;
- IV. Satisfied itself about all matters, things and information necessary and required for submitting an informed bid and performance of all of its obligations there under;
- V. Agreed to be bound by the undertaking provided by it under and in terms hereof.
- VI. Transport Commissioner, Odisha shall not be liable for any omission, mistake or error on the part of the bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the selection process there under, including any error or mistake therein or in any information or data given by the STA.

#### 7.12. Issue of Work Order:

- (a) After selection, a Letter of Award (LOA) incorporating all clauses, terms and conditions of this RFP shall be issued, in duplicate, by STA to the selected TMC and the selected TMC shall, within 7 (seven) days of the receipt 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 Applicant is not received within the stipulated date, STA may, unless it consents to extension of time for submission thereof, cancel the LOA.

- (b) Failure of the successful bidder to agree with the Terms & Conditions of this RFP post-selection shall invite penalties as would be decided by Transport Commissioner, Odisha.

## **8. PART IV- STANDARD CONDITIONS OF RFP:**

- (a) The Bidders are required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below, which will automatically be considered as part of the Contract Agreement concluded with the successful Bidder (i.e. Contractor/ Supplier in the contract) as selected by the STA. Failure to do so may result in rejection of the Bid submitted by the Bidder.
- (b) The Transport Commissioner, Odisha reserves the right to reject any or all the bids without assigning any reason and the decision of the Transport Commissioner, Odisha shall be final and binding.
- (c) The following Terms & Conditions of the Agreement with STA shall be applicable:-
- i Transport Commissioner, Odisha reserves the right to negotiate any or all RFP terms and conditions and to cancel, amend or resubmit this RFP in part or entirety at any time.
  - ii The bidder must certify that the prices offered were arrived at independently and without the purpose of restricting competition with other bidders, including but not limited to subsidiaries, and that prices have not been and will not be knowingly disclosed to any other bidder unless required by law. Failure to comply with these requirements may result in the Summits Division/ STA having to re-evaluate the selection of a potential bid. Transport Commissioner, Odisha may reject a proposal at any stage if it is found that the company recommended for award has indulged in corrupt or fraudulent activities in competing for the contract in question, and may also declare a company ineligible, either indefinitely or for a stated period if at any time it is found that the company has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.
  - iii This RFP is not an offer to contract but represents a definition of specific requirements and an invitation to qualified TMCs to submit a response addressing our requirements. Issuance of the RFP, your preparation and submission of a proposal, and subsequent receipt and evaluation of your proposal by STA do not commit us to award a contract to you or any other respondent, even if all requirements stated in the RFP are met.
  - iv All costs of participation, including your proposal and subsequent activity in the selection phase, are at your risk, and any such costs, whether direct or indirect, are the sole responsibility of the bidder.



v Nothing in this document shall be construed as an offer by Transport Commissioner, Odisha, and no terms, discussions, or proposals shall be binding on either party prior to execution of a definitive agreement. Transport Commissioner, Odisha reserves the right to reject any part or the entire proposal.

vi The bidder assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after bids open due to the bidder's failure to be aware of all the requirements of this RFP. By submitting a proposal in response to this RFP, the bidder represents that it has satisfied itself, from its investigation, of all the requirements of this RFP.

**(d) Period of Contract.** The validity of the contract will be for a period of 18 months. "There may be a provision of extension of the contract by 01 more years with mutual consent of parties on the same rates and terms and conditions". Performance under the Contract will be evaluated regularly and the Transport Commissioner, Odisha reserves full rights to renew, replace or terminate the contract unilaterally in case services are not received as per time, quality and standard specified in the RFP.

**(e)** It is envisaged that selected TMC may have to ensure transportation at more than one location simultaneously. Therefore, robust planning for logistics arrangement in advance and manpower deployment at locations must be ensured by the selected TMC.

**(f) Agreement** The successful bidder shall execute an agreement for the fulfilment of the contract on Rs. 100/- non-judicial stamp paper at the time of award of the contract. The incidental expenses of execution of the agreement/Contract shall be borne by the successful bidder. The agreement/contract will be signed after the submission of the Performance Bank Guarantee (PBG) as per the format given in Annexure IX, which shall be 5% of the estimated contract value.

**(g) Performance Security/ Guarantee.** The successful TMCs shall provide a Performance Guarantee for the due and faithful performance of a contract for a sum of 5% of the total estimated contract price before the signing of the agreement. The Performance Guarantee should remain valid for a period of 60 days beyond the date of completion of contractual obligations. Refusal or inability or delay by the successful bidder to supply all deliverables as per the scope of work at the contracted rate may result in termination of the contract and forfeiture of Performance Bank Guarantee (PBG) as well as disqualification of the bidder from participating in future tenders.

**(h)** If the TMCs terminate the Contract by giving 15 days' notice in cases where successful bidder fails to observe the terms & conditions of the Tender and the agreement signed by the TMC with the Transport Commissioner, Odisha, the Performance Bank Guarantee will

be forfeited without prejudice to the Transport Commissioner's right to proceed against the TMC for any additional damages caused to Transport Commissioner, Odisha as a result of the breach of the aforesaid terms and conditions.

(i) **Law.** The Contract shall be considered and made by the laws of the Republic of India. The contract shall be governed by and interpreted by the laws of the Republic of India.

(j) All disputes shall be subject to the exclusive jurisdiction of Courts at Cuttack only.

**(k) Penalty Clause:**

- I. If at any future point of time, it is found that the bidder has submitted information which is factually incorrect or if the bidder does not fulfil any of the contractual obligations, the Transport Commissioner, Odisha may take a decision to cancel the contract with immediately effect, and/or debar the bidder from bidding prospectively in this and all other tender procedures for a period to be decided by the Transport Commissioner, Odisha and take any other action as deemed necessary.
- II. The penalty with respect to its time period shall be quantified by the Transport Commissioner, Odisha at its own discretion.
- III. It would be, first and foremost, the contractor's responsibility to ensure that the services are being provided satisfactorily and that the contract is executed per agreed terms and conditions.
- IV. In the event of delayed or unsatisfactory services, the Transport Commissioner, Odisha may recover a sum from the contractor equivalent to a minimum of 0.5% per day of the total contract value for any portion of services delayed/negligence in service as per the agreed upon deliverables. The maximum amount that shall be recovered shall not exceed total contract value for any portion of services delay/negligence in service.
- V. Certain lapses which shall invite penalties are given below:-
  - ❶ Late arrival of vehicle
  - ❷ Improper turnout of drivers.
  - ❸ Unclean/ smelly vehicle.
  - ❹ AC Malfunctioning.
  - ❺ Vehicle breakdown during the course of duty.
  - ❻ Driver's poor knowledge of routes.
  - ❼ Driver's misbehaviour.

- Irregularities such as overwriting, forged entries in the log book, etc.
- Any other reason as may be decided by the Transport Commissioner, Odisha.

**(l) Compensation Clause:** Transport Commissioner, Odisha reserves the right to claim compensation to cover its losses for organizing the rest of the events at a higher rate in case of non-performance or TMC rendering services which are not at par, leading to termination of the contract. Transport Commissioner, Odisha may also recover the extra expenses that need to be borne by Transport Commissioner, Odisha in case a new TMC has to be hired at a higher rate in case of non-performance of TMC as per performance criteria laid down in Para 9.12.

**(m) Termination of Contract:**

- I. In case the quality of service provided by the contractor is found wanting/ inadequate, the competent authority may terminate the contract agreement after giving 15 days' notice.
- II. In case the event is called off for any unforeseen reason, actual expenses incurred by the bid-winning contractors till then will be mutually agreed upon and reimbursed. No other payment will be made.
- III. In case of failure in the performance of duties or premature termination or breach of contract on the part of Partner, Partner shall be liable for every loss or consequential damage without prejudice to other modes of recovery, and the cost of such loss/damage shall be recovered from them as arrears of Land Revenue or any other procedure established by Law.
- IV. In case of a material breach of any of the terms and conditions mentioned in the RFP document, the competent authority will have the right to terminate the contract cancel the work order without assigning any reason and nothing will be payable by this STA in that event and the Performance Bank Guarantee (PBG) may also be forfeited.

**(n) Transfer and Sub-letting:** The TMCs shall not give, sell, assign or sublet or otherwise dispose of the Contract or any part thereof. While subletting of contract, in any manner, shall not be allowed, the successful bidder can resort to aggregation of vehicles if/when required.

**(o) Insurance:** The TMCs shall certify that the agency has affected insurance to cover his employees and the passengers travelling in the vehicles provided by him and that the agency shall undertake to continue the insurance for the period that the agreement is in force.

**(p)** There will be no revision of rates during the contract period. The TMCs will not ask for any relaxation/ variation of schedule/ conditions.

**(q) Amendments:** No provision of the present contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

**(r) Statutory Duties & Taxes**

- I. Any change in any duty/ tax upward/ downward as a result of any statutory variation taking place within contract terms shall be allowed to the extent of the actual quantum of such duty/ tax paid by the company. Similarly, in case of downward revision in any duty/ tax, the company shall reimburse the STA for the actual quantum of reduction of such duty/tax. All such adjustments shall include all reliefs, exemptions, Rebates, concessions etc., if any, obtained by the contractor.
- II. If the Bidder desires to ask for the GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder include GST, and no liability will be devolved upon the STA.
- III. On the Bids quoting GST, the rate and the nature of GST applicable at the time of supply should be shown separately. Statutory taxes and duties shall be payable by STA as per actual and on submission of proof of GST payment.

**(s) Pre-Integrity Pact Clause** An “Integrity Pact” would be signed between the STA and the successful company/ bidder. This is a binding agreement between the STA and the Company for specific contracts in which the STA promises that it will not accept bribes during the procurement and services process and the bidder promises that they will not offer bribes. Under this Pact, the Bidders for specific services or contracts agree with the STA to carry out the procurement and services in a specified manner. Elements of the Pact are as follows:-

- I. A pact (contract) between the STA (Principal) and the successful Bidder Company for this specific activity (provision of transport for PBS event);
- II. An undertaking by the STA that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal sanctions in case of violation;
- III. A statement by a successful Bidder that it has not paid, and will not pay, any bribes;
- IV. An undertaking by successful Bidder to disclose all payments made in connection with the contract in question to anybody (including agents and other middlemen as well as family members, etc. of officials); the disclosure would be made either at the time of signing of the

contract or upon demand of the Principal, especially when a suspicion of a violation by that successful bidder/contractor emerges;

- V. The explicit acceptance by the successful Bidder that the no-bribery commitment and the disclosure obligation, as well as the attendant sanctions, remain in force for the winning Bidder until the contract has been fully executed.
- VI. Undertaking on behalf of a successful Bidding company will be made “in the name for and on behalf of the company’s Chief Executive Officer”.
- VII. The following set of sanctions shall be enforced for any violation by the Bidder of its commitments or undertaking:
  - (a) Denial or loss of contracts;
  - (b) Forfeiture of the bid security and performance bond;
  - (c) Debarment of the violator by the authority (i.e. STA) for an appropriate period of time.
  - (d) Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance programme for the implementation of the code of conduct throughout the company.

**(t) Non-Disclosure and Confidentiality.**

(a) The selected bidder and their personnel shall hold in confidence and will not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of STA officials or its clients to any third party, except to employees and approved subcontractors having a need to know, without the prior written consent of STA. A formal Non-Disclosure Agreement (NDA) will be signed to this effect as per Annexure VII of this RFP.

(b) The selected bidder will ensure that no information about the venue of meetings and software/ hardware/ policies of events and meetings is taken out in any form, including electronic form or otherwise, by the manpower posted by them.

(c) Additionally, the selected bidders shall keep confidential all the proprietary details and information regarding the event.

(d) The bidder shall not use Proprietary information for any purpose other than responding to this RFP. For the purpose of defining, the term “Proprietary Information” means:-

- (i) Any information of STA that is not openly communicated or accessible to third parties, whether or not marked or identified as confidential, related technical data and knowhow, financial information, pricing, terms of sale, products, processes,

plans, personnel, research and development projects or other aspects of the business of Summits Division/ STA until such information shall have ceased to be proprietary as evidenced by general public availability and knowledge.

(ii) Information of a third party as to which STA has no obligation.

(iii) Information produced by company in the course of performing the services. All tangible proprietary information in Company possession or control shall be promptly returned to STA or destroyed on request or upon termination of this RFP, whichever occurs first.

(e) The bidder is required to use reasonable care to protect the confidentiality of all such data.

(f) For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:

(i) Information already available in the public domain.

(ii) Information received from a third party who had the right to disclose the aforesaid information

(iii) Information disclosed to the public pursuant to a court order

(g) STA shall retain all rights to prevent, stop and, if required, take the necessary punitive action against the selected bidder regarding any forbidden disclosure.

(u) The bidder shall not use PBS or STA logos, images, or any data or results arising from the contract, beyond the scope covered under the contract, without first obtaining the prior written consent of Transport Commissioner, Odisha.

**(v) Conflict of Interest:**

(a) The TMC shall at all times during the period of the Contract take appropriate steps to ensure that neither the TMC nor any Staff is placed in a position where, in the reasonable opinion of the STA, there is or may be an actual conflict, or a potential conflict, between the financial or personal interests of the TMC and the duties owed to the STA under the provisions of the Contract. The TMC will disclose to the Authority full particulars of any such conflict of interest which may arise well in time.

(b) A Contract execution (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, STA shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the STA for, inter alia, the time, cost and effort of the STA including

consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Purchaser hereunder or otherwise.

(c) STA, requires that the TMC provides solutions which at all times hold the STA's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work.

(d) TMC shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the STA.

(e) Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

(f) Bidder shall not have a conflict of interest that may affect the Selection Process or the

(i) Such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or

(ii) Such Bidder has the same legal representative for purposes of this Application as any other Bidder; or

(iii) Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about or to influence the Contract of either or each of the other Bidder.

**(w) Force Majeure:**

(a) STA may consider relaxing the penalty and delivery requirements, as specified in the RFP document, if and to the extent the delay in performance or failure to perform its obligations under the contract is the result of Force Majeure. "Force majeure" as used herein means any an event which is beyond the reasonable control of a party, and which makes a party's performance of its obligations impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force. Force Majeure shall not include

(i) Any event which is caused by the negligence or intentional action of a party or such party's or agents or employees, nor

(ii) Any event which a diligent party could reasonably have been expected to take into account at the time of the conclusion of the Contract, as well as avoid or overcome in the carrying out of its obligations.

- (b) In the event of and within fourteen (14) days of the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract.
- (c) The affected Party shall also notify the other party of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of the Contract. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of any cause constituting force majeure shall take such action as it reasonably considers appropriate or necessary in the circumstances, including granting the affected Party a reasonable extension of time in which to perform any obligations under the Contract. This would not imply any compensation claims arising out of Force Majeure conditions on either of the contracting Parties.
- (d) If the contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, the STA shall have the right to suspend or terminate the Contract on the same terms and conditions with immediate effect. In any case, STA shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure.

## 9. PART V - SPECIAL CONDITIONS OF RFP:

9.1. The bidder is required to confirm their acceptance of Special conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the Selected Bidder. (i.e. the TMC in the Contract). Failure to do so may result in the rejection of the bid submitted by the bidder.

9.2. Clause for Deliverables. The quantities of the deliverables given in this RFP, as per para 6.3, are only indicative. Final numbers will be decided based on requirements of even and payment will be made for services of vehicles actually to be used. The Bidder submitting their bids for this contract means that the agency has understood the requirement and agrees to all the terms and conditions mentioned in this RFP.

### 9.3. Payment Terms Schedule and General Terms & Conditions

- (a) Calculation of Charges. The distances run by vehicles will vary for each meeting and city. In any case, a vehicle shall be charged at least the amount for the base package, i.e. 150 km per day. Additional running beyond the base package shall be charged per km, as per the rates agreed in the contract.



- (b) It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that e-payments can be made through electronic payment instead of payment through cheques.
- (c) The payment will be made upon satisfactory work performance. The team leader of TBS even would certify the component during payment. Payment to selected TMC shall be made after the final invoice submission by the company upon successful completion of the event to the satisfaction of the Transport Commissioner, Odisha.
- (d) TMC will submit pre-receipted invoices in triplicate, complete in all respects, within 30 working days of completion of the event for necessary settlement. The invoices should be submitted with complete details of the work undertaken during the meeting and certification of satisfactory completion of the work for which the bills are submitted.
- (e) TMC will submit daily project reports supported by a summary of work done during the previous day and as and when required by the event manager to brief the STA's Monitoring Committee about the progress of work.
- (f) Statutory taxes shall be payable by STA as per actuals and on submission of proof of GST payment.
- (g) The price is payable in local currency i.e. Indian Rupees.
- (h) Payment is subject to applicable deductions/ penalties as defined in this RFP.
- (i) No payment will be made to the TMC as hiring charges for staff deployed towards managerial and supervisory duties. These shall be assumed to have been included in the bid amount.
- (j) The cost quoted in the financial bid shall remain fixed and not be subject to revision on account of variations in exchange rate, duties, levies, etc, for all Indian experiences conducted for the entire duration of the Contract.
- (k) Cost for the boarding/ lodging of all employed TMC staff for the conduct of Indian experiences shall be borne by the TMC.

## **10. Indemnification:**

The TMC shall defend and indemnify the Transport Commissioner, Odisha, its officers and employees from and against any damages to real or tangible personal property and /or bodily injury to persons, including death, resulting from its or its employees' negligence or wilful misconduct.

**ANNEXURE-I (FORMAT FOR SUBMISSION OF FINANCIAL BIDS)**

<b>Name of the Bidder/Bidding Firm/ Company:</b>							
<b>Contract No:</b>							
<b>PRICE SCHEDULE</b>							
Sl. No.	Item Description	Tentative Quantity	Tentative Days	Basic rate per day in Figures to be entered by the Bidder (INR)	Total Amount Without Taxes (INR)	Additional rate (per hour beyond maximum 12 Hour) (INR)	Additional rate (per KM beyond maximum KM) (INR)
		<b>A</b>	<b>B</b>	<b>C</b>	<b>D=A*B* C</b>	<b>E</b>	<b>F</b>
1	Innova Crysta (for maximum 12 Hours/150 KM per day)	120	5				
2	Swift Dezire/Aura/Amaze/Ciaz (for maximum 12 Hours/150 KM per day)	40	5				
3	BMW/Audi/Marcedes (for maximum 12 Hours/150 KM per day)	40	5				
4	Luxury Bus of seating capacity of 34-40 (for maximum 12 Hours/200 KM per day)	30	5				
<b>Total in Figure (INR)</b>							
<b>Total in Words</b>							

## **ANNEXURE-II (DETAILS OF COMPANY)**

### **(On the Letter Head of the Company)**

1. Name of the Bidder:
2. Incorporation (i.e. Agency, Company, Partnership or, Proprietorship)
3. Registered Office Address with telephone, fax, website and email:
4. Date of Incorporation (Please attach a copy of the certificate of incorporation/ registration):
5. Describe your organisational and reporting structure
6. Name of the Contact Person:
7. Designation:
8. Mobile Number & Telephone Number:
9. E-mail Address:
10. GST Registration number:
11. Average Annual Turnover:

Duly signed by the Authorised Signatory of the Bidder  
(Name, Title and Address of the Authorised Signatory)

**ANNEXURE-III (POWER OF ATTORNEY)**

Know all men by these presents, We (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (name),.....son / daughter / wife of.....and presently residing at.....,who is (presently employed with us and holding the position of... , as our true and lawful attorney (herein after 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 "provision of transport for PBS event to be held in Bhubaneswar, Odisha from 08<sup>th</sup> Jan to 10<sup>th</sup> Jan 2025"

initiated by the Summits Division of STA including but not limited to signing and submission of all Bids/Proposals, bids and other documents and writings, participate in pre-bids / pre-proposal and other conferences and providing information/ responses to STA, presenting us in all matters before STA, signing and execution of all contracts including the Agreement and undertakings, consequent to acceptance of our bid, and generally dealing with STA in all matters in connection with or relating to or arising out of our bid, for the said requirement and/or upon award thereof, to us and /or till the completion of the projected requirement.

And we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us and shall be binding on us.

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF \_\_\_\_\_, 2022. For ..... Accepted

\_\_\_\_\_(Signature)  
(Name, Title and Address) of the Attorney

**Note:**

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

- 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 Company.

**ANNEXURE IV (UNDERTAKING BY BIDDER)**

**(On the Letter Head of the Agency)**

Date:

To,

Transport Commissioner, Odisha

6<sup>th</sup> Floor, Rajaswa Bhawan,

Chandini Chowk, Cuttack,

PIN: 753002.

Ref: Selection of Transport Management Company (TMC) for Provision of Transport during PBS event  
(08 Jan, 2025- 10 Jan, 2025)

Dear Sir,

1. We have examined in detail and have understood the terms and conditions stipulated in the RFP issued by the STA. Our Proposal is consistent with all requirements of submission as stated in the RFP or in any of the subsequent communications issued by the STA. We would be solely responsible for any errors or omissions in our Proposal.

2. We hereby declare that we have read and understood the rules governing the contract as given above, examined and understood and satisfied ourselves regarding the content of the various agreements, declarations and deeds to be executed and do hereby undertake to execute them when called upon to do so, and commit in unequivocal terms, in letter and spirit, that the project shall be implemented as per the comprehensive stipulations and requirements that have been spelt out by the STA, in this RFP and Bidding Documents including adherence to the areas/ capacities/ specifications/ regulations as have been detailed by the STA in this regard.

3. We also commit to abide by the decision of the STA on all matters relating to the planning and execution of the contract. Further we give undertaking for following:

- a) Willingness to provide transport services as allocated by STA/TEC;
- b) Willingness to provide transport services at L1 rate of allocated event;
- c) Acknowledge to all the clauses/terms and conditions mentioned at para 8.9

Duly signed by the Authorised Signatory of the Bidder

(Name, Title and Address of the Authorised Signatory)

## ANNEXURE-V (FINANCIAL DETAILS OF BIDDER)

Name of the Company:

Ser.	Particulars	FY 2021-22	FY 2022-23	FY 2023-24
1.	Turnover (in INR Crores)			
2.	Average Turnover for last 03 years (in INR Crores)			

Note:

1. Attach certified copies of the annual Audited Balance Sheets and IT Returns Certificate for the last 3 years.
2. The above data must be submitted by Bidder, duly certified by a statutory auditor such as a Chartered Account.

Signed

Signature of CA/ Statutory Auditors

(Name of the Authorised Signatory)

(with seal & registration no.)

Place:

Date:

**ANNEXURE VI (Experience in related activities)**

<b>S. No.</b>	<b>National / International Conference/ convention – name</b>	<b>Date</b>	<b>Place</b>	<b>Activity performed</b>	<b>Supporting Document enclosed</b>

**Footnote**

1. Separate tables may be provided for national and international events.
2. For marking, only those events managed by the agency in the past that are supported by documentary evidence like copies of agreements, work orders, letters of intent, completion certificates, etc. The documents should be duly notarized and submitted along with the above pro-forma.

**Signature & Seal of the Bidder**

**Date:**



**ANNEXURE-VII**

**(DECLARATION ON NON-BLACKLISTING)**

**(On the Letter Head of the Agency)**

I/We Proprietor/ Partner(s)/ Director(s) of M/s \_\_\_\_\_ hereby certified that, I/we M/s \_\_\_\_\_ have not been blacklisted or debarred by any STA/ Departments of Central/ State Government, International bodies like United Nations, World Bank or any other organisation/ Funding Agencies as on date.

2. In case the above information is found false, I/We are fully aware that the tender/ contract will be rejected / cancelled by the STA and EMD/PBG shall be forfeited. In addition to the above, the STA will not be responsible to pay the bills for any completed / partially completed work.

3. Apart from that I/we Also declares that my/our agency has... (no of ongoing litigation cases to be filled by agency, nature of litigation may be any) ..... ongoing litigation cases against government agencies and had ..... (no of ongoing litigation cases to be filled by agency, nature of litigation may be any) .....cases against government agencies in past. Brief details are as mentioned below:

(a) Brief about Ongoing Cases:

(b) Brief about past Cases (last five years):

Duly signed by the Authorised Signatory of the Company

(Name, Title and Address of the Authorised Signatory)

## ANNEXURE-VIII

### (FORMAT FOR NON-DISCLOSURE AGREEMENT)

[The Non-Disclosure Agreement needs to be signed by a person duly authorised by the bidder. A copy of the authorisation by the bidder (copy of Board resolution or Power of Attorney) should be provided along with the Non-Disclosure Agreement]

[Non Disclosure Agreement to be submitted on duly notarized stamp paper of Rs 100]

This AGREEMENT (hereinafter called the "Agreement") is made on the [day] day of the month of [month], [year], between, xxxxxxx, xxxxxx, on the one hand, (hereinafter called the "Purchaser") and, on the other hand, [Name of the Bidder] (hereinafter called the "Bidder") having its registered office at [Address] WHEREAS 1. The STA has issued a public notice inviting various organisations for 'Selection of Transport Management Company for conduct of PBS event 2. The Bidder, having represented to the "STA" that it is interested to bid for the proposed Project; The STA and the Bidder agree as follows:

1. In connection with the Contract, the STA agrees to provide to the Bidder a Detailed Document on the Project vide the Request for Proposal contains details and information of the Purchaser operations that are considered confidential.
2. The Bidder to whom this Information (Request for Proposal) is disclosed shall:
  - a) Hold such Information in confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information and shall at no point disclose about the meeting venues to any other party/persons and organizations;
  - b) Restrict disclosure of the Information solely to its employees, agents and contractors with a need to know such Information and advise those persons of their obligations here under with respect to such Information;
  - c) Use the Information only as needed for the purpose of bidding for the Project;
  - d) Except for the purpose of bidding for the Contract, the bidder shall not copy or otherwise duplicate such Information or knowingly allow anyone else to copy or otherwise duplicate such Information; and
  - e) Undertake to document the number of copies it makes on completion of the bidding process and in case unsuccessful, promptly return to the Purchaser, all Information in a tangible form or certify to the Purchaser that it has destroyed such Information.
3. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

4. The Agreement shall apply to all Information relating to the Contract disclosed by the Purchaser to the Bidder under this Agreement.
5. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the bidder, in any of the Information.
6. That in case of violation of any clause of this Agreement, the Disclosing party is at liberty to terminate the services of Receiving party without assigning any reason and shall also be liable to proceeded against in a Court of Law.
7. This Agreement shall benefit and be binding upon the Purchaser and the Bidder and their respective subsidiaries, affiliates, successors and assigns.
8. This Agreement shall be governed by and construed in accordance with the Indian laws.

Disclosing Party

\_\_\_\_\_ (Signature and Company Seal) \_\_\_\_\_

Name:

Designation:

Contact Details:

For and on behalf of the Bidder

\_\_\_\_\_ (Signature and Company Seal) \_\_\_\_\_

Name:

Designation:

Contact Details:

## ANNEXURE IX

### (Performance Bank Guarantee Format)

To,  
Transport Commissioner,  
State Transport Authority,  
Government of Odisha, 6th Floor, Rajaswa Bhawan,  
Chandini Chowk, Cuttack, PIN: 753002, Odisha

Whereas <<Name of the Bidder>> (hereinafter called 'the Bidder') has submitted the bid for submission of RFP # <<RFP Number >>for Selection of agency to undertake event management for STA. (Here in after called "the Bid") to STA (hereinafter called 'the Purchaser').

Know all Men by these presents that we <<>> having our office at <<Address>> (hereinafter called "The Bank") are bound unto the Purchaser in the sum of INR<<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this <<Date>>. The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Purchaser in the RFP; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
  - a. Withdraws his participation from the bid during the period of validity of bid document; or
  - b. Fails or refuses to participate in the subsequent Tender process after having been shortlisted.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- i. Our liability under this Bank Guarantee shall not exceed INR<<Amount in figures>> 30(Rupees<<Amount in words>> only)
- ii. This Bank Guarantee shall be valid up to<<insert date>>)
- iii. It is condition of our liability for payment of the guaranteed amount or any part there of arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date: