



Tender Document for

Selection of Mahindra Dealers for providing 10 nos. of Black Scorpio (7 Seater) for Emergency, Security and Law & Order Purposes in Sambalpur District

[Tender No. 5652/RTO/DRS, Date: 18/12/2024]

Issued By

**The Chairman, District Road Safety Committee,
Sambalpur
ODISHA**

Disclaimer

The information contained in this document or subsequently information provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of DRSC or any of its employees or advisors are provided to Bidder(s) on the terms and conditions set out in this document and such other terms and conditions subject to which such information is provided.

This document is not an agreement and is neither an offer nor invitation by DRSC to the prospective Bidder or any other person. The purpose of this document is to provide interested parties with information that may be useful to them in the formulation of their bids for qualification pursuant to this tender. This tender may not be appropriate for all persons, and it is not possible for DRSC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this document. The assumptions, assessments, statements, and information contained in this document 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 document and obtain independent advice from appropriate sources.

Information provided in this document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DRSC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

DRSC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidders, 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 document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability and any assessment, assumption, statement or information contained therein or deemed to form part of this document or arising in any way with prequalification of Bidder for participation in the Bidding Process. DRSC 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 document. DRSC 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 document.

The agency shall bear all its costs associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by DRSC, or any other costs incurred in connection with or relating to its response. All such costs and expenses will remain with the Bidder and DRSC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an agency in preparation or submission of the response, regardless of the conduct or outcome of the tender Process.

1. Introduction

The Chairman, DRSC, Sambalpur (“Tender Issuing Authority” or “TIA”) invites sealed bids from eligible and qualified Mahindra Dealers for providing 10 nos. of Black Scorpio (7 Seater) for Emergency, Security and Law & Order purposes in Sambalpur District.

- A. The TIA intends to Onboard Bidder through an open competitive bidding process in accordance with the procedure set out herein.

2. Invitation for Proposal

The chairman, District Road Safety Committee, Sambalpur hereby invites bidder “Selection of Mahindra Dealers for providing 10 nos of Black Scorpio (7 Seater). Bidder / Agencies are advised to study this document carefully before submitting their proposals in response to the Tender Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions, and implications.

The complete bidding document has been published on www.sambalpur.nic.in for the purpose of Downloading. The downloaded bidding document shall be considered valid for participation in the bidding process subject to the submission of required tender/ bidding document fee and Earnest Bid Deposit (EMD). For any type of clarifications, bidder can contact **+91-94382232828**, **Email: rto_sambalpur@yahoo.co.in**

- i. Bidder(s) (authorized signatory) shall submit their offer for qualification. Tender processing fees should be paid as per instructions provided in the bid document.
- ii. Bidder(s) are requested to submit the complete bid proposal, Tender fee in order to avoid any other unforeseen problems.

3. Schedule Bidding Process

#	Particulars	Details
1	Publication of Tender Notice	18/12/20224
2	Uploading of Tender document in https://sambalpur.odisha.gov.in website	18/12/2024
3	Last date for Bid Submission	24/12/2024 (01:00 PM)
4	Place of submission of proposals: (By Speed Post / Courier Service)	OFFICE OF THE REGIONAL TRANSPORT OFFICER, SAMBALPUR AT- NAXAPALI, POST-MANESWAR, DIST – SAMBALPUR, PIN – 768005, ODISHA
5	Date and time for opening of bids	24/12/2024 (04:00 PM)

3.1 Brief Description of Bidding Process:

- I. The Applicant shall pay to the TIA a non-refundable sum of **INR 5,000/-** (Rupees Five Thousand Only) + GST (18%), as '**Tender Processing Fee**' in shape of Banker's cheque / demand draft to be made from any Nationalized or Scheduled Commercial Bank in favor of Accounts of **The Chairman, DSRC** payable at Sambalpur.
- II. The details of the Bid submission are mentioned in this Tender.
- III. The validity of Bid shall be as specified in this Tender.
- IV. In terms of the Tender, a Bidder will be required to deposit, along with the Bid, Tender Processing Fee as specified in this Tender in accordance with this Tender.

3.2 Pre-Bid Conference:

- In case of any clarification/ queries, the person to be contacted is as under:

**OFFICE OF THE REGIONAL TRANSPORT OFFICER, SAMBALPUR
AT- NAXAPALI, POST-MANESWAR,
DIST – SAMBALPUR, PIN – 768005, ODISHA**

4. Instructions to Bidder

4.1 General Terms of Bidding:

- Bid documents are being provided only as preliminary reference document by way of assistance to the Bidder who are expected to carry out their own surveys, investigations, and other detailed examination before submitting their Bids. Nothing contained in the Bid documents shall be binding on the TIA nor confer any right on the Bidder, and the TIA shall have no liability whatsoever in relation to or arising out of any or all contents of the Bid documents.
- The Bidding Documents including this Tender and all attached documents are and shall remain the property of the TIA and are transmitted to the Bidder solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The TIA will not return any Bid, or any information provided along therewith.
- A Bidder shall not have a conflict of interest (*the "Conflict of Interest"*) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified.
 - The TIA, its employee and advisors would treat the bids and supporting information submitted by the bidder in a reciprocating confidentiality and would use it for the purpose of this or litigations, the TIA would do so, with an information to the Bidder and any expenses related to the same would be charged to the bidder.
 - This Tender is not transferable. Any award of Project pursuant to this Tender shall be subject to the terms of Bidding Documents.

4.2 Acknowledgement by Bidder:

It shall be deemed that by submitting a Bid, the Bidder has:

- Made a complete and careful examination of the Bidding Documents.
- Received all relevant information requested from the TIA.
- Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the TIA relating to any of the matters referred to in above.
- Satisfied itself about all matters, things and information including matters referred to in this clause hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under.
- Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the Bidder referred to in this clause hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the TIA, or a ground for termination of the Contract Agreement by the Agency.
- Acknowledged that it does not have a Conflict of Interest; and
- Agreed to be bound by the undertakings provided by it under and in terms hereof.

4.3 Verification and Disqualification:

- The TIA shall not be liable for any omission, mistake or error in proposals submitted by the bidder. The TIA reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Tender or the Bidding Documents and the Bidder shall, when so required by the TIA, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, the TIA shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the TIA thereunder. TIA reserves the rights to decide to ask for any clarification and decide to consider the same.
- The TIA reserves the right to reject any Bid if:
 - At any time, a material misrepresentation is made or uncovered, or
 - The Bidder does not provide, within the time specified by the TIA, the supplemental information sought by the TIA for evaluation of the Bid.
 - Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Bids have been opened and the lowest Bidder gets disqualified/ rejected, then the TIA reserves the right to:
 - Invite the remaining Bidder to submit their Bids in accordance with the conditions of this Tender.

4.4 Take any such measure as may be deemed fit in the sole discretion of the TIA, including annulment of the Bidding Process In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence

thereof, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Agency either by issue of the Letter of Award (LoA), and if the Successful Bidder has already been issued the LoA, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Tender, be liable to be terminated, by a communication in writing by the TIA, without the TIA being liable in any manner whatsoever.

4.5 Amendment of Tender:

- At any time prior to the deadline for submission of Bids, the TIA may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Tender by the issuance of Addendum or a Corrigendum. An addendum or a corrigendum thus issued will be a part of the Tender and shall be published online on the website <https://sambalpur.odisha.gov.in> TIA will assume no responsibility for receipt of the Addendum or Corrigendum.
- To accord the Bidder a reasonable time for taking an Addendum into account, or for any other reason, the TIA may, at its own discretion, extend the Bid Due Date.

4.6 Proprietary data:

All documents and other information supplied by TIA or submitted by a Bidder to TIA shall remain or become the property of TIA. Bidder(s) are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. TIA shall not return any Bid, or any information provided therewith.

4.7 Language, Format and Signing of Bid:

- The Bid, as well as all correspondence and documents relating to the Bid, exchanged between TIA and the Bidder shall be written in English Language. Any printed literature furnished by the Bidder written in another language must be accompanied by a translation in the English Language duly authenticated by the Bidder, in which case, for purposes of interpretation of the Bid, the translation shall govern.
- The Bidder shall provide all the information sought under this Tender. The TIA will evaluate only those Bids that are received offline in the required formats and complete in all respects.
- Bidder shall furnish the required information in their Bid in the enclosed formats only as per the Annexures to the Tender. Any deviations with respect to this may make their Bid liable for rejection.

The following shall form part of the proposal:

- i. Tender Document Fee in the shape of Demand Draft from any Scheduled Commercial or Nationalized Bank
 - ii. Annexure I: Covering letter.
 - iii. Annexure II: Details of Bidder
 - iv. Annexure III: Power of Attorney
- It should clearly indicate the tender notice number, name, and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand corner of the envelope. The envelope shall be addressed to -

**OFFICE OF THE REGIONAL TRANSPORT OFFICER, SAMBALPUR AT- NAXAPALI,
POST-MANESWAR, DIST – SAMBALPUR, PIN – 768005, ODISHA**

- The Chairman, DRSC may, in its sole discretion, extend the Bid Due Date by issuing an Addendum.
- Bids received after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

4.8 Confidentiality:

Information relating to the examination, clarification, evaluation, and recommendation for the Bidder shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the TIA in relation to or matters arising out of or concerning the Bidding Process. The TIA will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The TIA may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the TIA.

4.9 Correspondence with Bidder:

The Chairman, DRSC shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

4.10 Bid Evaluation Committee

- The Chairman, DRSC shall constitute a Bid Evaluation Committee to evaluate the responses of the bidder(s).
- The Bid Evaluation Committee shall evaluate the responses to the Tender (Pre-qualification and Technical) and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.
- The decision of the Bid Evaluation Committee in the evaluation of responses to the Tender shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee.
- The Bid Evaluation Committee may ask for meetings with the bidder to seek clarifications on their proposals. The bidder shall submit requisite supporting documents/ certificates on the credentials. The committee may visit bidder's client site to validate the credentials/ citations claimed by the bidder.
- Each of the responses shall be evaluated as per the criteria and requirements specified in this Tender.
- The Bid Evaluation Committee would submit its decision to The Chairman, DRSC whose decision would be final and binding upon the bidder.
- In case of a single bid, The Chairman, DRSC reserves the right to accept or reject the bid on recommendations of Bid Evaluation Committee at its discretion.
- The Bid Evaluation Committee reserves the right to accept or reject any or all bids without giving any reasons thereof.
- The Bid Evaluation Committee reserves the right to reject any or all proposals entails the basis of any deviations.

4.11 Proposal Criteria

No.	Type	Criteria	Documents to be submitted
PQ 1	Tender processing fees	In shape of Banker's Cheque / Demand Draft to be made from any Nationalized Bank or Scheduled Commercial Bank in favor of The Chairman, DRSC).	Banker'/Demand Draft
PQ 2	Valid Registration Certificate and License	The Bidder should have a valid Trade certificate from competent authority	Copy of the Trade Certificate
PQ 3	Technical Specification	1.Power steering 2.Power Window 3.GPS 4.Flickering Light 5.Stickering 6.Public Address System (PAS) 7.360* Night Vision Camera with minimum range of 100 mtrs on roof of Scorpio 8.Additional Battery for Backup 9.Display for Camera 10.Body Camera	Invoice / Quotation of Scorpio (per unit) with Items in Column 2.

Note: Any entity which has been barred or disqualified either by any State Government in India (SG) or any Union Territory Administration in India (UT) or Government of India (Gol), or any of the agencies of SG/UT/Gol from participating in any project (BOT or otherwise) and the bar subsists as on the date of Bid submission, would be disqualified. It is mandatory to submit the specified documents in support of the above Prequalification criteria and the company/firm/agency shall be disqualified should it fail to provide any of the specified documents.

4.12 Selection Procedure:

The **Least Cost Selection Method (LCSM)** will be followed during the overall selection process. Only the bidders fulfilling the qualification Criteria are allowed to participate in this tender.

Selection of Bidder:

- The Bidder/s whose Bid is adjudged as responsive in terms of Tender and with the **Least Cost/ lowest in the financial bid (L1)** shall be declared as the selected Bidder/s (the "Successful Bidder/s").
- After selection, a Letter of Award (LOA) shall be issued, in duplicate, by The Chairman, DRSC to the Successful Bidder and the Successful Bidder shall, within 4 (four) days have to handover 10 nos. of Scorpio.
- Further purchase will be done as per agreement with the L1 or less than that.

4.13 Proprietary Data:

All documents and other information provided by The Chairman, DRSC or submitted by the bidder to The Chairman, DRSC shall remain or become the property of The Chairman, DRSC. The bidders are to treat all information as strictly confidential. The Chairman, DRSC will not return any Proposal, or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to The Chairman, DRSC in relation to the Consultancy shall be the property of The Chairman, DRSC

.Annexure I: Covering Letter (On the Letterhead of the applicant)

To

Date: _____

The Chairman,
DRSC, Odisha

Ref: Tender for "Selection of Service Provider Agency for Main carriage Way Cleaning/De-dusting, removal of accident hit/Breakdown vehicles and Emergency Ambulance service at SH-10" Being duly authorized to represent and act on behalf of (hereinafter referred to as "the Applicant") and having reviewed and fully understood all the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of *(Name of Applicant)* for the captioned Project with the details as per the requirements of the Tender, for your evaluation. We confirm that our Proposal is valid for a period of 180 days from the last date of submission of proposal.

We also hereby agree and undertake as under

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unconditional in all respects, and we agree to the terms and conditions of the Request for Proposal.

We hereby certify and confirm that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other applicant or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

Yours faithfully

For and on behalf of
(Name of Applicant)

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

Annexure II: Details of Bidder

- 1 Name :
- 2 Country of incorporation:
- 3 Address of the corporate headquarters and its branch office(s), if any, in India
- 4 Date of incorporation and / or commencement of business
- 5 Details of individual(s) who will serve as the point of contact/ communication.
 - Name, Designation, Company, Address, Telephone Number, E-Mail Address, Fax Number
- 6 Of the Authorized Signatory of the Bidder
 - Name, Designation, Company, Address, Telephone Number, E-Mail Address, Fax Number

A statement by the Bidder disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past (Attach extra sheets, if necessary)

Annexure III: Power of Attorney (On stamp Paper)

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 (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for pre- qualification and submission of our **Tender for "Selection of Mahindra Dealer for providing 10 nos. of Scorpio, including but not limited to signing and submission of all Bids, and other documents and writings, participate in Pre- bid and other conferences and providing information/ responses to the Chairman, DRSC representing us in all matters before District the Chairman, DRSC, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Tender, and generally dealing with the Chairman, DRSC in all matters in connection with or relating to or arising out of our Tender for the said Project and/ or upon award thereof to us and/or till the entering into of the Contract Agreement with the Chairman, DRSC**

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

IN WITNESS WHEREOF WE, [____], THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [____] DAY OF [____], 2024.

For _____

(Signature, name, designation, and address)

Witnesses:

- 1.
- 2.

(Notarized)

Accepted

(Signature)

Name, Title and Address of the Attorney

Notes:

- 1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- 2. 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 favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.