

Municipal Corporation Bathinda

TENDER FOR SUPPLY OF FUEL TO MUNICIPAL CORPORATION, BATHINDA FOR ITS VEHICLES

Cost of TD document	:	INR 500/-
TD floated by	:	Municipal Corporation Bathinda
Address	:	Mall Godown Road, Bathinda
E-mail	:	<u>cmcbathinda@gmail.com</u>
Web-site address	:	<u>http://eproc.punjab.gov.in</u>

PART I: DISCLAIMER

This tender is issued by the Municipal Corporation, Bathinda for interested parties to participate in bidding and submit their bids for Supply of Fuel to Municipal Corporation, Bathinda for its vehicles for one year.

The purpose of this Tender Document (TD) is to provide the Bidder(s) with information to assist in the formulation of their proposal submission.

No reimbursement of cost of any type shall be made to persons, entities submitting the bid/proposal.

PART II: NOTICE INVITING TENDER
MUNICIPAL CORPORATION BATHINDA, LOCAL GOVT. PUNJAB, DEPTT, PUNJAB
NOTICE INVITING E-TENDERS (WORKS) Tender Notice
eproc.punjab.gov.in
E-tender No MCB/2024-25/07

The Corporation Engineer, Municipal Corporation, Bathinda invites e-tenders on double bid system, for the following works: -

Date and Time Schedule

Last date & time of online sale/ submission of Bidding Document	Opening of Technical Bid Documents	Opening of Financial Bidding Documents
16.08.2024 03:00 PM	16.08.2024 3:30 PM	After Technical Evaluation

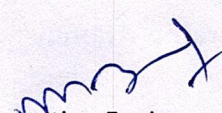
A List of works

Sr. No	Name of Work	Tender Fees
1	Supply of fuel (HSD) to Municipal Corporation, Bathinda for Its vehicles	500/-
2	Supply of fuel (Petrol) to Municipal Corporation, Bathinda for Its vehicles	500/-
3	Supply of fuel (CNG) to Municipal Corporation, Bathinda for Its vehicles	500/-

For participating in the above e-tendering process, the contractors shall have to get themselves registered with eproc.punjab.gov.in and get user ID and Password. Class -3 digital signature is mandatory to participate in the e-tendering. For any clarification/difficulty in e-tendering process flow, please contact on 0172-2970263, 0172-2970284, Sh. Rajinder Kumar XEN (Civil) 0164-2252811 Municipal Corporation, Bathinda.

General Terms and Conditions for Tenders

1. Interested bidders can purchase the tender documents online from website eproc.punjab.gov.in.
2. Processing fee will only be accepted through Net Banking (Direct Debit) and IPG (Credit/Debit card).
3. Bidders/Contractors/tenderers can access tender documents on the website eproc.punjab.gov.in, www.mcbathinda.com fill them and submit the complete tender document into electronically on the website. Bidders/Contractors shall attach scanned copies of all the documents, i.e., Earnest Money, Processing Fee, Tender cost fee and certificates/documents as required in terms and conditions.
4. Corrigendum/Addendum/Corrections, if any will be posted on the website only.


Corporation Engineer,
Municipal Corporation,
Bathinda

PART III: DEFINITIONS & ABBREVIATIONS

In this TD, the following word(s), unless repugnant to the context or meaning thereof, shall have the meaning(s) assigned to here in below:

"Authority" means the Municipal Corporation Bathinda or its authorized representatives who has invited Bids from competent and interested parties.

"Applicable Law" means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record/law, as may be in force and effect during the subsistence of the Contract, and applicable to the Project.

"Authorized Signatory" shall have a meaning specified in clause 4.3 (c) of this TD.

"Associates" shall have a meaning specified in clause 5.2(c) of this TD.

"Bid" means written discount price submitted in pursuance of this TD by a procuring entity and includes any proposals/offers submitted by the Bidder(s) in response to this TD in accordance with the provisions here of including, Technical Bid and Price Bid along with all other documents forming part and in support thereof.

"Bidder" means any firm, including a sole proprietor or a partnership firm or a company, participating in a procurement process of Authority and who submits a Bid, TD Fees under this TD with in the stipulated time for submission of Bids.

"Bidding documents" means documents issued by the Authority, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid;

"Selection Process/Bid Process" means the process of selection of the Successful Bidder through competitive bidding and includes submission of Bids, scrutiny and evaluation of such Bids as set forth in the TD.

"Bid Validity Period" shall have a meaning specified in clause 2.1 (a) of this TD.

"Conflict of Interest" shall have a meaning specified in clause 9 of this TD.

"Eligible and Qualified Bidders/Bids" shall have a meaning specified in clause 6.2(c) of this TD

"Execution Date" shall mean and refer to the date of execution of the Agreement entered between the Operator and Authority.

"Letter of Award" or "LOA" means the letter issued by Authority to the Successful Bidder in conformity with the terms and conditions set Forth in the TD and Agreement.

"Operator Agency" means the Successful Bidder selected under this TD with whom the Authority has entered into an Operator Agreement.

"TD Document" means this Tender document along with Annexure/s attached issued for the purpose of selecting an Operator for the Project.

"Scope of Project/ Work" shall have a meaning specified in clause 1.2 of this TD.

"Total Contract Period" shall have a meaning specified in clause 1.2(a) of this TD

Good Industry Practice: shall mean the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations as under this Agreement, which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof, of any of them of a project similar to that of the project.

Government Agency: shall mean Government of Punjab (GoP), Municipal Corporation Bathinda or any other state government or central government department, court or other judicial or administrative body, central, state or local, having jurisdiction over the Operator, or the performance of all or any of the services or obligations of the Operator under or pursuant to this Agreement.

MCB means Municipal Corporation of Bathinda.

The terms "**Successful Bidder**", "**H1 Bidder**", "shall mean the Bidder who qualifies the technical bid stage (meeting Eligibility and Qualification Criteria whose Bid is responsive as per clause 6.2 of this TD) and Price Bid turned out to be highest and responsive as per clause 5.3 of this TD and to whom a Letter of Acceptance is consequently issued by Authority.

Any other term(s), not defined herein above but defined elsewhere in this TD shall have the meaning(s) ascribed to such term(s) there in and shall be deemed to have been included in this Section.

PART IV: INSTRUCTIONS TO BIDDERS

1 TERMS OF REFERENCE

Project Description

Municipal Corporation, Bathinda has approx. 100 Vehicles. Most of them run on HSD, others run on CNG very few on petrol. The daily average consumption of HSD, CNG and Petrol is about 1350 liter, 200 Kg and 100 liters respectively. There are about 63515 residential and commercial properties in the city. Waste is collected from all of these properties on daily basis, besides this other services given by MCB are also essential services like supply of drinking water, operation & maintenance of Sewerage, watering of plantation etc. So, fuel is required on daily basis. The payment of fuel purchased shall be made regularly at an interval of one week on submission of Bills along with indents raised by various officers of Municipal Corporation, Bathinda. The vehicles shall be fuelled only if a valid indent is given at fuel pump by the driver.

It is mandatory for participants that their fuel station/petrol pumps have CCTV Cameras to record all fuelling operations. Date, time, quantity of fuel dispensed & vehicle numbers should be visible through these Cameras. Live link of the Cameras shall be provided in advance to Municipal Corporation, Bathinda. Fuel dispenser shall issue computer generated bill of the fuel dispensed then and there itself, the same will be signed by the driver and kept in the record by Fuel Vendor.

Successful Bidder/ Supplier will not issue any duplicate bill against any supply until and unless Commissioner, Municipal Corporation, Bathinda does not issue a letter of such intent.

Power petrol will not be supplied to any Vehicle.

Registration number of the Vehicle must be clearly specified on the Bill issued by the Successful Bidder/ fuel station owner.

Contract Duration and Termination

The services of the Operator shall be hired for the period of One (1) year from the date of issue of Supply Order. The Contract may be further extended for a period up to two (2) years at the discretion of MCB, in case of satisfactory performance in the preceding period. However, the Contract duration may be curtailed in the event of the termination of the Contract before the end of the Contract Duration for the Non-Performance of the Services or any other reason in accordance with the terms of the Contract.

Brief Description of the Bidding Process

- (a) Bidding will be conducted through open competitive procurement using a Punjab Govt. portal as specified in The Punjab Transparency in Public Procurement Act, 2019 and Punjab Transparency in Public Procurement Rules, 2022, and is open to all eligible Bidders as defined in the Procurement Regulations.
- (b) The Authority invites proposal through Online Bids in a single stage and two packet bid system, where Technical Bid and Price Bid shall be submitted online only at <https://eproc.punjab.gov.in/nicgep/app/as> per schedule specified in the TD, (the "**Operator Selection Process/Bidding Process**") for selection of Qualified Bidder through transparent and competitive Bidding Process.

- (c) Complete Bid (Technical Bid & Price Bid to be submitted online only) with the prescribed forms should be submitted online at the designated place on or before the time and date fixed for submission of bid ("**Bid Due Date**"). Bid submitted after Bid Due Date and time will be rejected.
- (d) In a first step, evaluation of Technical Bids will be carried out as specified in Clause 6.2. Based on technical evaluation, the Price Bids of only Bidders meeting responsiveness criteria, Eligibility and Qualification criteria as specified in clause 5 and clause 6.2 shall be opened online.
- (e) The Bidders are required to quote only discount offered by them including Fleet Card discount, if any in Rupees per Liter for Diesel & Petrol and Rupees per Kilogram for CNG on standard government rate of these items on any day during the Contract period as per online Price Bid format provided in Annexure 7. Bids of those Bidders who have not submitted Price Bids online will not be accepted and such Bids shall be rejected as non-responsive. Evaluation of Price Bid shall be carried out as per clause 5.3. The Bidder whose Price Bid determined to be highest and responsive be considered as Preferred Bidder (the "**Preferred Bidder**").

Due Diligence

The Bidders are encouraged to examine and familiarize themselves fully about the nature of assignment, all instructions, forms, terms and conditions of TD and applicable laws, local conditions and any other matters considered relevant by them before submitting the Bid.

Acknowledgement by Bidder

- a) It shall be deemed that by submitting the Bid, the Bidder has:
 - 1) made a complete and careful examination of the TD
 - 2) received all relevant information requested from the Authority;
 - 3) accepted the risk of inadequacy, error or mistake in the information provided in the TD or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 1.11 Above; and
 - 4) acknowledged that it does not have any Conflict of Interest
 - 5) agreed to be bound by the undertakings provided by it under and in terms here of
- b) The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the TD or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority

Cost of Bid

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid Process. The Authority will not be responsible or in any way liable for such costs, regardless of the outcome of the Bidding Process.

Tender Document (TD) fee

TD document can be obtained on all working days on payment of a fee of **Rs.500/-** through e-payment mode. The document can also be downloaded from the website of the Authority www.eproc.punjab.gov.in Bids for which TD fee is not paid shall consider non-responsive and shall be summarily rejected.

In case the authority decides not to proceed with this project/work for the reason whatsoever may be, the bidders shall not have any right to claim the cost of bid/TD fee from the Authority.

Schedule of Selection/Bidding Process

The Schedule for the Bidding Process as per this TD is as follows:

S. No.	Event Description	Dates
1	Date of Issue of TD	25.07.2024
2.	Last date for Online receipt of queries at cmcbathinda@gmail.com	05.08.2024 5 PM
3.	Reply to all received queries on online portal	09.08. 2024 5 PM
2	Last date and time for online Bid submission	16.08.2024 at 03.00 PM

Communication

- a) All communications other than for submission of Bid should be addressed to: Address:
Commissioner, Municipal Corporation, Bathinda
Railway Mall Godown Road, Bathinda
Email: cmcbathinda@gmail.com

2. General

Bid validity

- Bids shall remain valid for a period of not less than 90 days (Ninety Days) from the Bid Due Date (the "**Bid Validity Period**"). The Bid of the Bidder shall be considered non responsive if such Bid is valid for a period less the Bid Validity Period.
- In exceptional circumstances, prior to expiry of the original Bid Validity Period, Authority may request the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security/EMD. A Bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his Bid Security/EMD for the period of the extension, and in compliance with clause 2.5 in all respects.

Number of Bids by Bidder

No Bidder or its Associate shall submit more than one Bid pursuant to this TD. If a Bidder submits or participates in more than one proposal, such proposals shall be disqualified.

Governing Law and Jurisdiction

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bathinda shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

Authority's Right to Accept and Reject Any Bids or All Bids

- (a) Notwithstanding anything contained in this TD, the Authority reserves the right to accept or reject any Bid and to annul the Bid Process /Bid Evaluation 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.

It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations here under, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by Applicable Laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

- (b) Without prejudice to the generality of Clause (a) and (b) above, the Authority reserves the right to reject any Bid if:
- 1) Bid is submitted physically;
 - 2) Payment of TD is not made online by the Bidder at the time of opening of Technical Bid;
 - 3) at any time, a material misrepresentation is made or discovered, or bidder found involving in any corrupt practices;
 - 4) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.
 - 5) Bidder has submitted a conditional Bid.

If such disqualification/rejection occurs after the Bids have been opened and the Highest Bidder as per award criteria gets disqualified/rejected, then the Authority reserves the right to consider the next best higher Bidder, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

3. Documents

Content of TD

This TD comprises the Disclaimer set forth here in above and the contents as listed below, and will additionally include any Addendum/Amendment issued in accordance with clause 3.4.

1. Disclaimer
2. Notice Inviting Tenders
3. Definition and Abbreviation
4. Instructions to Bidders
5. Annexure specifying Bid Form/ Price Bid/ other Formats
6. Any Modifications/Amendments made by Authority in any TD and Agreement Conditions.

Clarification to TD Documents

- i. Bidders requiring any clarification on the TD may notify the Authority by email cmcbathinda@gmail.com. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process in order to enable Authority to have adequate notice of the said queries so that the same may be addressed.
- ii. The Authority shall endeavor to respond to the queries within the scheduled time. The responses will be sent only on the given portal. ([www. http://eproc.punjab.gov.in](http://www.eproc.punjab.gov.in)). No individual replies shall be sent to any Bidder.
- iii. The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- iv. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

Amendment of Bidding Documents

- i. At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the TD by the issuance of Addenda.
- ii. Any Addendum issued here under will be in writing and may be uploaded on the Authority's website: www.eproc.punjab.gov.in.
- iii. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

4. Preparation and Submission of Bid

Language of Bid

- a) The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. All supporting documents and printed literature furnished by the Bidders with the Bid may be in any other language provided that they are accompanied by translations in the English language, duly authenticated and certified by the Bidder. All supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
- b) The Bidders shall ensure that any number mentioned in the Bid shall be followed by words in relation to such numerical format of the number, and in the event there is a conflict in the numerical and the word format of the number, the number provided in words shall prevail.

Bid Currency

All prices quoted in the Bid shall be quoted in Indian National Rupee(s) (INR).

Format and Signing of Bid

- a) The Bidder shall provide all the information sought under this TD. The Authority will evaluate only those Bids that are received online in the required formats and are complete in all respects.
- b) The uploaded Bid documents shall be typed in indelible ink and signed by the Authorized Signatory on each page. The signature of the Authorized Signatory shall bind the Bidder to the Contract. The signed pages shall be scanned and uploaded at designated place. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. Each page of the Bid must be numbered at the right hand top corner.
- c) The Bid must be properly signed by the authorized signatory (the “**Authorized Signatory**”) as detailed below:
 - (1) By the proprietor, in case Bidder is a proprietary firm; or
 - (2) by a duly authorized person holding the Power of Attorney, in case Bidder is either a Limited Company or a corporation or a Partnership firm
- d) In case of the Bidder being a company incorporated under the Companies Act 1956, the Power of Attorney shall be supported by a Board Resolution in favour of the person vesting power to the person signing the Bid.
- e) All prices and other information having a bearing on the price shall be written both in figures and words. In case of discrepancy, price given in words shall be considered.

Sealing and Marking of Bids

- a) The Bidders shall submit the Bid in the following manner,

Submission	Documents to be attached
Online Payment	<i>To be paid through e-payment mode</i> <ul style="list-style-type: none">• TD Fee
Online at https://eproc.punjab.gov.in/ Annexure-1 to 6	Following to be uploaded signed by the Authorized Signatory <ul style="list-style-type: none">• TD document, Agreement and Addendum, if any, signed sealed by the authorized representative.• Cover letter as per Annexure-1.• General Information of Bidder as per Annexure 2 along with Bidder's constituting documents such as MOA, AOA, Certificate of Incorporation, Sales tax/ GST registration, Partnership deed as may be applicable and as specified in Annexure2.

	<ul style="list-style-type: none"> • Audited Annual accounts for last three years and any other document specified in Annexure-3. • Anti-black listing certificate as per Annexure-4. • Authorization in terms of Power of Attorney/Board or Partner Resolution as per Annexure-5. <p>Any other documents required as per the TD terms.</p>
<p>Online at: https://eproc.punjab.gov.in/</p>	<p><i>As per prescribed format in Annexure-6</i></p>

- b) The Bids of the Bidder, submitted physically will be rejected.

Bid Due Date

- a) The last date and time of submission of the Bids (the “**Bid Due Date**”) is specified in table given in Section 1, Schedule of Selection/Bidding Process.
- b) Bids should be submitted online on or before Bid Due Date at the address specified in Section 1, Schedule of Selection/Bidding Process and in the manner and form as detailed in this TD.
- c) The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum uniformly for all Bidders as per Section 3, Amendment of Bidding Documents. In such event, all rights and obligations of Authority and Bidders previously subject to the earlier deadline will thereafter be subject to the Bid Due Date as extended. Any such change in the Bid Due Date shall be notified to the Bidders by dissemination of requisite information in this behalf in writing either by email or uploaded on Authority website as Addenda.

Incomplete/Infructuous of Bids

- a) Bids of the Bidders who are not able to make complete online submissions on Bid Due Date shall be summarily rejected.
- b) Bids of Bidders who make any physical submission shall be summarily rejected.
- c) Authority shall not be responsible non-receipt /non submission of any bid /any documents owing to any technical issue at online web portal. The Bidders are requested make online submissions well in advance.

Contents of Bids

- a) The contents of the Bid and the opening of Bids and acceptance thereof shall be substantially in accordance with this TD.

Modification and Withdrawal of Bids

- a) Bidder shall not be allowed to modify any part of its Bid after the Bid submission.
- b) In order to avoid forfeiture of Bid Security, a Bidder may withdraw his Bid after submission thereof, provided that Authority receives written notice of such withdrawal before the expiration of the Bid Due Date.
- c) The Bidder may modify, substitute or withdraw its Technical Bid and Price Bid after online submission prior to the Bid Due Date.

- d) Any alteration/ modification in the Bid or additional information submitted subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

Right to terminate TD/bidding process:

The Authority, may cancel the process of procurement initiated by it -

- (a) at any time prior to the acceptance of the successful bid; or
- (b) After the successful bid is accepted in accordance with the provisions stipulated in Punjab Transparency in Public Procurement Act, 2019

5. Evaluation Criteria

To be considered eligible and qualified, each Bidder should meet the Eligibility Criteria and Qualification Criteria specified hereunder.

Eligibility Criteria

- a) The Bidder shall be legally competent to enter into a contract as per prevailing Indian law, and must be either: (i) a company incorporated under the Companies Act, 1956 (as amended or re-enacted or restated, and including the Companies Act, 2013 as notified from time to time), (copy of Certificate of Incorporation, Memorandum and Article of the association of the Bidder should be submitted) or (ii) a partnership firm (copy of Partnership Deed should be submitted) or a (iii) a proprietary firm (copy of sales tax/GST registration, Employees Provident Fund registration, shop registration certificate, as may be applicable, should be submitted).
- b) Bidding by a consortium of bidders is not permitted, and shall be rejected.
- c) The Bidders must not have been declared ineligible or blacklisted by any entity of Govt. of India/Govt. of Punjab/other State Govt./Govt. Agencies/Public Sector Unit or government
- d) Bidder must not have been debarred by any Urban Local Body for participation in future bids for unsatisfactory past performance, corrupt, fraudulent, breaches a procurement contract or makes false representation about his qualifications during bid proceeding or any other unethical business practices or for any other reason.

Bidders must not have any criminal/fraud cases against it, its director or associate or promoter or proprietor or any partner or having been convicted for violation of any law in force.

In this regard, a Self Attested Anti blacklisting certificate is required to be provided as per the format prescribed in Annexure- 4.

- e) 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. Conflict of Interest is specified/ defined in Section 9, Conflict of Interest.
- f) Bidders must not have been involved in a breach of general or specific instructions for bidding, general and special conditions of contract with Government of Punjab or any of its agencies.

- g) The proposed/offered Fuel pump/ station should be situated within a distance of three (3) Kilometer from Municipal Corporation, Bathinda Tipper Stand/ Bhagwan Valmik Chowk, Bathinda. Attach Annexure-3
- h) The participant bidders would provide Fleet card (if any), at their own level to Municipal Corporation and ensure payment of fleet card discount by themselves to Municipal Corporation, Bathinda. Attach Annexure 3

Qualification Criteria

The Bids of the Bidder meeting Eligibility Criteria shall be considered for assessment of Qualification Criteria. To be considered as qualified, each Bidder should meet Qualification Criteria specified hereunder. The Bids of Bidders not meeting these criteria will be declared disqualified and not be processed further.

- a) The Operator must be a company /partnership firms registered under Indian Companies Act 2013. Attested copy of the registration of the firm issued by the Registrar of Companies, India should be submitted along with the bid.

Evaluation of Price Bid

- a) The Price Bid of only the Bidder who qualifies in accordance with Section 6, Evaluation Process, and is declared "Eligible and Qualified Bidders", shall be opened. The Price Bid opening process is specified in Section 6, Evaluation Process.
- b) Bidders are required to quote the percentage on the bill collection made by them during the quarter. All prices shall be in Indian Rupees. If there is a discrepancy between words and figures, the amount in words shall prevail.
- c) The Authority shall determine the responsiveness of Price Bid of lowest Bidder in relation to the market rate or Authority's internal estimate or Good Industry Practice. For said purpose the market rate, internal estimates and Good Industry Practice are defined hereunder;
- d) In case of the Bid of the lowest Bidder is found seriously unbalanced by Authority in relation to the market rate or its internal estimate or Good Industry Practice, the Authority shall be entitled to solicit, at its sole discretion, detailed price analysis for any or all items specified in Price Bid, from the lowest and/or all Bidders to demonstrate the internal consistency of those prices.
- e) In case of the Price Bid of the Bidder, which is unrealistically lower or higher than internal estimate or market rate or Good Industry Practice and which could not be substantiated satisfactorily by the Bidder, may be rejected as **non-responsive**. In such case Authority shall have right to take any such measure as may be deemed fit, including annulment of the Bidding Process.

Evaluation Process

Opening of Technical Bid

- a) The Authority shall open the Technical Bids online, at time and date specified in Section 1, Schedule of Selection/Bidding Process.

- b) Bids for which a notice of withdrawal has been submitted in accordance with Section 4, Modification & withdrawal of Bids. The Technical Bids of the Bidders who have not made online submission shall not be opened.
- c) The Bidder's names, the presence or absence of requisite TD Fees, Bid Security and such other details as Authority in its sole discretion may consider appropriate, shall be announced at the opening of the Technical Bid.

The Authority will subsequently examine and evaluate Technical Bids in accordance with the provisions set out here under in Section 6.

Evaluation of Technical Bid

The Bidders shall be required to submit documents as listed in this TD document as per Section 6 along with supporting documents. The Authority shall examine and evaluate the Technical Bids as per the evaluation steps specified below.

a) *Test of Responsiveness for Bid Security/EMD, TD, Fee, Proper Submission*

- 1) Prior to evaluation of Eligibility and Qualification Bids, the Authority shall determine whether each Bid is responsive to the requirements of the TD. A Bid shall be considered responsive only if:
 - (i) TD fees and EMD are paid as per the requirement of the tender.
 - (ii) It is received as per the format specified in TD;
 - (iii) It is signed, stamped by Authorized signatory,
 - (iv) it contains all the information, Annexure, documents and Authorizations in accordance with Section 4.
 - (v) Bid is submitted online and not physically unless specifically required or instructed for any part of the bid.
 - (vi) It does not contain any condition or qualification; and
 - (vii) It is not non-responsive in terms hereof and any other conditions specified else wherein TD.
- 2) The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.
- 3) Evaluation of Eligibility Criteria and document checks of only those Bidders shall be carried out who's Bids determined to be responsive.

b) *Assessment of Eligibility Criteria*

- 1) The Authority shall examine and evaluate the eligibility of each Technical Bid upon determining its responsiveness as per sub clause (a) above.
- 2) The Bidder must meet Eligibility Criteria specified in the TD and shall have submitted all required documents as per TD in order to qualify for next stage of assessment.
- 3) Assessments of Qualification Criteria of only those Bidders shall be carried out whose Bids are meeting Eligibility Criteria.

c) *Assessment of Qualification Criteria*

- 1) The Authority shall examine and evaluate the qualification of each Technical Bid upon determining its eligibility as per sub clause (b) above.
- 2) The Bidder must meet Qualification Criteria specified in Section 5 in order to qualify for next stage of Price Bid opening.

- 3) The Bids of the Bidder determined to be responsive, meeting Eligibility and Qualification Criteria as per the TD shall be declared Eligible and Qualified Bids (the "**Eligible and Qualified Bids**" / "**Eligible and Qualified Bidder**").
- 4) The Price Bid of only eligible and Qualified Bids shall be opened.

Opening of Price Bids

The Price Bid shall be submitted by the Bidder online only in the format as specified in Annexure 6 (Format of Price Bid) to this TD. All prices shall be in Indian Rupees. The Price Bid of only the Bidder who qualifies in accordance with Section 6, and is declared "Eligible and Qualified Bidders", shall be opened online. The time and date of opening of Price Bid shall be informed to the Bidders who are declared as Eligible and Qualified Bidders in advance. The Bidders' authorized representatives who are present shall be required to sign and record their attendance. The name of Bidder, Bid rates, etc. will be announced at such opening. The Authority shall evaluate Price Bid in accordance with the provision set forth in Section 5.

Clarification of Bids and Request for additional information

To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek Clarifications / documents / missing information in writing from any Bidder regarding its Bid. The request for clarification or submission of information and the response shall be in writing. If the response from the Bidder is not received by the Authority before the expiration of the deadline prescribed in the written request, the Authority reserves the right to proceed with evaluation process at the total risk and cost of the Bidder.

Verification and Disqualification

- a) The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the TD and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- b) The Authority reserves the right to reject any Bid and appropriate the EMD if:
 - 1) at any time, a material misrepresentation in terms of misleading or false representation is made or uncovered, or
 - 2) Bidder or its Associates blacklisted/ barred by any government agency in India or abroad.
 - 3) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
 - 4) In case of fraudulent Bid and involvement in fraudulent and corrupt practice as per TD clause 8.
 - 5) A Bidder makes an effort to influence the Authority in its decisions on Bid Evaluation Process/Selection Process.
 - 6) While evaluating the Bid, if it comes to the Authority's knowledge expressly or implied, that some Bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance resulting in distorting competitive price or delaying the processing of proposal.

- 7) Record of poor performance such as abandoning the work, rescinding of Contract for which the reasons are attributable to the non-performance of the Bidder, consistent history of litigation awarded against the applicant or financial failure due to bankruptcy.
- 8) A Bidder who submits or participates in more than one Bid under this TD.

Such misrepresentation/ improper response/blacklisting/record of poor performance 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 Authority reserves the right to take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

- c) In case it is found during the evaluation of Bids or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the prequalification/eligibility criteria/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 Operator either by issue of the LOA or entering into of the Contract, and if the Successful Bidder has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this TD, be liable to be terminated, by a communication in writing by the Authority to the Successful Bidder or the Operator, as the case may be, without the Authority being liable in any manner whatsoever to the Successful Bidder or Operator. In such an event, the Authority shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to the Authority under the TD and/or the Contract.

Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/rejection to the Bidders. While the Bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

Correspondence with Bidder

Save and except as provided in this TD, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

Confidentiality

Information relating to the examination, clarification, evaluation and recommendation of the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority 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 Authority 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 Authority or as may be required by law or in connection with any legal process.

7. Appointment of Operator and Signing of Contract

Selection of Bidder

- a) The Eligible and Qualified Bidders shall be ranked on lowest to highest based on Price Bid and upon determining responsiveness of their Price Bid in accordance with provisions set forth in Section 5. Subject to the provisions of clause 5 and clause 6, the Bidder whose Bid is (i) adjudged as responsive (ii) meeting the Eligibility criteria and Qualification criteria and (iii) whose Price Bid offered, on evaluation has been determined to be the Highest (H-1) and responsive acceptable for award, shall be considered as the **Preferred Bidder** (the "**Preferred Bidder**"). Authority may, at its sole discretion, call the Preferred Bidder for negotiation with regard to its proposal to clarify any aspects, discuss details with regard to timelines, capability etc. as to also discuss and negotiate the rates quoted in wider public interest.

Notification of Award

- a) Prior to expiry of the Bid Validity Period, Authority shall notify the Preferred Bidder(s) as the Successful Bidder through letter that his/their Bid has/ have been accepted (the "**Successful Bidder(s)**"). This letter ("**Letter of Award**"/"**LOA**") shall be issued, in duplicate.
- b) Successful Bidder shall, within seven (7) 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 Successful Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid

Security of such Bidder as damages on account of failure of the Successful Bidder to acknowledge the LOA, and the next Eligible and Qualified Bidder may be considered.

Annulment of Award

Failure of the Successful Bidder in submission of Performance Security and signing of Agreement as per TD terms and to fulfill any other requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

Appeals

If any bidder or prospective bidder is aggrieved that any decision, action or omission of PBMS is in contravention to the provisions of The Punjab Transparency in Public Procurement Act, 2019 or the rules or guidelines issued there under, bidder may file an appeal to Commissioner, Municipal Corporation Bathinda, Government of Punjab within a period of 30 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which bidder feels aggrieved.

No appeal shall lie against any decision of the procuring entity relating to the following matters, namely: -

- (a) Determination of need of procurement in terms of section 9;

- (b) The selection of a procurement method in terms of chapter VI;
- (c) The decision of whether or not to enter into negotiations in terms of section 40;
- (d) Cancellation of a procurement process in terms of section 25;
- (e) Applicability of the provisions of confidentiality under section 44; and

All the provision of section 52 to 57 of The Punjab Transparency in Public Procurement Act, 2019 and rules framed there in shall be applicable in the procurement process.

Interference with procurement process

A bidder who withdraws from the procurement process after opening of financial bids; or withdraws from the procurement process after being declared the successful bidder; or fails to enter in to procurement contract after being declared the successful bidder; or fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds, shall in addition to the provisions of section 26 of "The Punjab Transparency in Public Procurement Act, 2019 or the rules" be punished with fine of Rs. 50 Lakhs.

Vexatious appeals or complaints

Whoever intentionally files any vexatious, frivolous, or malicious appeal or complaint under The Punjab Transparency in Public Procurement Act, 2019, or file any CWP or Civil Suit with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other bidder, shall be punished with fine of Rs. 20 lakhs.

Dispute Resolution

All the dispute, arising during the execution of contract shall be settled through amicable settlement by sole arbitrator as per the provision of arbitration and conciliation Act 1996 and the sole arbitrator shall be appointed by Commissioner, Municipal Corporation Bathinda, from the Arbitrator empanelled by the Hon'ble Punjab & Haryana High Court.

8. Fraud and Corrupt Practices

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract. Notwithstanding anything to the contrary.
- b) contained herein, or in the LOA or the Contract, the Authority may reject a Bid, withdraw the LOA, or terminate the Contract, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder or as the case maybe, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to the Authority under the Bidding documents and/or the Contract, or otherwise. In case of cancellation of Contract, if already awarded, Authority shall be entitled to recover from the Bidder the amount of any loss arising from such cancellation in accordance with provisions of TD Document.

- c) Without prejudice to the rights of the Authority under sub clause (a) hereinabove and the rights and remedies which the Authority may have under the LOA or the Contract or otherwise if a Bidder or Contractor as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract and /or otherwise, such Bidder or Contractor shall not be eligible to participate in any tender or TD issued by the Authority during a period of two (2) years from the date such Bidder or Contractor as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices ,as the case may be.
- d) For the purposes of this clause 8, the following terms shall have the meaning herein after respectively assigned to them:
- (i) **"corrupt practice"** means (a) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one (1) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (b) engaging in any manner what so ever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, any person in respect of any matter relating to the Project or the LOA or the Contract or otherwise, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
 - (ii) **"fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - (iii) **"coercive practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
 - (iv) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any
 - (v) manner influencing or attempting to influence the Bidding Process; or(ii)having a Conflict of Interest; and
 - (vi) **"Restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

Blacklisting

The authority shall have the power to black list a bidder for a specify time from participating in public procurement proceedings and inform, in writing, all procuring entities for such actions as prescribed in chapter-5 of Punjab Transparency in Public Procurement Act,2019.

9. Conflict of Interest

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. A Bidder may be considered to have a Conflict of Interest that affects the Bidding Process, if the relationship between two Bidders is established through common holding, either directly or through Associates, of at least 25% holding of equity/profit sharing in another company/ firm, or in each other.

A. The Bidder, its member or Associate (or any constituent thereof) and any other Bidder, its member or Associate (or any constituent thereof) have common controlling ownership interest. Common controlling ownership interest for company, partnership firm, and proprietorship firm is defined as follows.

- (1) **If Bidder is a company:** In such case, the Bidder (including its member or Associate or any shareholder thereof of Bidder and/or its Associates) possessing over 25% of the paid up and subscribed capital in its own company, member or Associate as the case may be, also holds:
 - a) more than 25% of the paid up and subscribed equity capital in the other Bidder, its member or Associate of such other Bidder, its member or Associates is company; and/or
 - b) more than 25% of profit sharing in other Bidder, its Member or Associates such other Bidder, its member or Associates is a partnership firm; and/or
 - c) other Bidder, its member or Associates which is a proprietorship firm.
- (2) **If Bidder is a partnership firm:** In such case, the Bidder or its partners or Associate having a profit sharing of more than 25% of such Bidder or its partners or Associate as the case may be also holds;
 - a) more than 25% of the paid up and subscribed equity capital in the other Bidder, its Member or Associate of such other Bidder, its member or Associates is company; and/or
 - b) more than 25% of profit sharing in other Bidder, its member or Associates such other Bidder, its Member or Associates is a Partnership firm. and/or
 - c) other Bidder, its Member or Associates which is a proprietorship firm.
- (3) **If Bidder is a Proprietorship Firm:** In such case, the Bidder or its proprietor or Associate of such Bidder or its proprietor or Associate as the case may be also holds;
 - a) more than 25% of the paid up and subscribed equity capital in the other Bidder, its member or Associate of such other Bidder, its Member or Associates is Company; and/or
 - b) more than 25% of profit sharing in other Bidder, its member or Associates such other Bidder, its, Member or Associates is a Partnership firm. and/or

(c) Other Bidder, its member or Associates which is a Proprietorship Firm.

It is to be noted that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956.

- B. A constituent of such Bidders is also a constituent of another Bidders; or.
- C. Such Bidders receives or has received any direct or indirect subsidy from any other Bidder/s, or has provided any such subsidy to any other Bidders; or
- D. Such Bidders has the same legal representative for purposes of this Bid as any other Bidders; or

10. Such Bidders has a relationship with another Bidders, 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 Bid of either or each of the other Bidders; or Miscellaneous

- a) The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bathinda shall have exclusive jurisdiction over all disputes arising under, pursuant to and /or in connection with the Bidding Process.
- b) The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - (i) Suspend and/ or cancel the Bidding Process and/ or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (ii) Consult with any Bidder in order to receive clarification or further information;
 - (iii) Retain any information and/or evidence submitted to the Authority by, on behalf of, and/or in relation to any Bidder; and/or
 - (iv) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- c) It shall be deemed that by the submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto, and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
- d) Successful Bidder has to enter into an agreement with Authority and said agreement shall be part of this TD and terms of agreement should be binding on the parties.

PART VI: ANNEXURE

Annexure1 Cover Letter

(On Bidder's letterhead)

(Bidders are required to fill up all the blank spaces in this Bid Performa and its enclosures.)

Dated:

To,

Commissioner,
Municipal Corporation, Bathinda- 151001

Subject: Submission of Bid for Supply of Fuel to Municipal Corporation, Bathinda for its vehicles for one year.

Dear Sir,

1. Having examined the 'Instructions to Bidder' and "Scope of Services" and Annexure for the above Bid, we the undersigned, offer to undertake the said work and guarantee the whole of the said Scope of Work in conformity with the said conditions of TD a for the sum mentioned in the Price Bid of the bid submitted separately.
2. We acknowledge that this Annexure forms an integral part of the Bid. We also confirm acceptance of Performa's/ Annexure given in the TD Document.
3. We undertake, if our Bid is accepted, we shall commence the Scope of Work and achieve the COD per the terms specified in this TD and to guarantee satisfactory services, fulfill our obligations during the Contract Period as per TD Document.
4. We agree to Bid by this Bid for a minimum period of 90 days from the Bid Due Date and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period mutually agreed to.
5. This Bid, together with any further clarification/confirmation given by us and your written acceptance thereof, shall constitute a binding Contract between us.
6. We understand that you are not bound to accept the highest or any offer you may receive against this Bid.
7. If our Bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.

Dated : _____

Signature &Name : _____

In the capacity of _____ duly authorized to sign TD for and on behalf of

Address _____

Annexure 2 General Information of Bidder

{On Bidder's letterhead-

(1) Bidders name and contact details.

Name of the Bidder Organization:

Nature of Entity (company/partnership/Proprietorship, etc.):

Address of Registered Office:

Phone:

Fax:

E-mail:

Main Line of Business with experience:

(2) Copy of the Registration of the Bidder (Certificate of Incorporation, Memorandum of Article, Article of Association, Partnership Deed, GST Registration copy, Shops and Establishment Dept. Certificate, etc. as may be applicable) (to be attached separately).

In case of foreign company, incorporation documents other than in English language should be accompanied by a notarized translation to English language only.

Specimen Signature of the Authorized signatory

Annexure3

Format of self-certificate stating that (1) the offered fuel pump/station is within a distance of three (3) Kilometer from Municipal Corporation, Bathinda Tipper Stand/ Bhagwan Valmik Chowk, Bathinda.

Certificate

M/s..... (Name of the Bidder), (the names and addresses of the registered office) here by certify and confirm that we or any of our promoter/s / director/s or our firm as well as our Associate have the offered fuel pump/station is within a distance of three (3) Kilometer from Municipal Corporation, Bathinda Tipper Stand/ Bhagwan Valmik Chowk, Bathinda.

We hereby certify and confirm that we would provide Fleet card (if any), at our own level to Municipal Corporation and ensure payment of fleet card discount by ourselves to Municipal Corporation, Bathinda.

We further confirm that we are aware that our application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this TD at any stage of the Bidding Process or thereafter during the Total Contract Period.
Dated this..... Day of 2024.

Name of the Bidder Signature of the Authorized
person Name of the Authorized Person

Annexure 4 Anti blacklisting certificate

{Notarization is required}

Format of self-certificate stating that the Entity/Promoter/s / Director/s of Entity are not blacklisted (On a Stamp Paper of relevant value)

Anti-Blacklisting Certificate

M/s..... (Name of the Bidder),(the names and addresses of the registered office)here by certify

and confirm that we or any of our promoter/s / director/s or our firm as well as our Associate (*insert "Associate" in case Bidder is taking credit for meeting qualification criteria*) as defined in clause 5.2 (c)are not barred by Government of Punjab (GoP)/any other entity of GoP or blacklisted by any state government or central government/department/Local Government agency in India or similar agencies from foreign countries from participating in Project/s, either individually or as member of a Consortium for last one year from_(Bid Due Date)

We further confirm that we are aware that our application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this TD at any stage of the Bidding Process or thereafter during the Total Contract Period. Dated this... ..Day of 2024.

Name of the Bidder Signature of the Authorized

person Name of the Authorized Person

Annexure 5 Format of Power of Attorney

(Applicable in case of bid not being signed by the person directly authorized by Board of the firm. In the latter case, please provide a copy of the relevant Board Resolution/Partner Resolution signed by Company Secretary/Director/Partner authorizing the Signatory)

{On Requisite Stamp Paper}

KNOW ALL MEN by these presents that we,...*name of the company/partnership firm], accompany incorporated under the Companies Act 1956 or 2013/ Firm having partnership deed as per partnership act and having its registered office/office at....*Address of the Company/partnership firm](herein after referred to as "Company/firm"):

WHEREAS in response to the TD for Selection of Operator (city name), ("Project"), as per the Scope of Work specified in TD, the Company/Firm is submitting Bid Comprising Technical and Price Bids for the Project, and is desirous of appointing an attorney for the purpose thereof.

WHEREAS the Company deems it expedient to appoint Mr. _____ Son of _____ resident of _____, holding the post of _____ as the Attorney of the Company/Firm ("Attorney").

NOW KNOW WE ALL BY THESE PRESENTS, THAT_[name of the company/firm]do here by nominate, constitute and appoint.....*name & designation of the person+as its true and lawful Attorney of the Company/ firm to do and execute all or any of the following acts, deeds and things for the Company/ firm in its name and on its behalf, that is to say:

To act as the Company's/firm's official representative for submitting the Bid comprising Technical Bid and Price Bid for the said project and other relevant documents in connection there with;

To signal the necessary documents, papers, testimonials, applications, representations and correspondence necessary and proper for the purpose aforesaid;

To tender/ Bid documents, receive and make inquiries, make the necessary corrections and clarifications to the Bid and other documents, as may be necessary;

To do all such acts, deeds and things in the name and on behalf of the Company/Partnership firm as necessary for the purpose aforesaid.

The common seal of[name of the company/partnership firm] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on Day of 2018in the presence of [name & designation of the person]and counter signed by[name & designation of the person]of the Company/firm of[name of the company]	<div data-bbox="972 1478 1426 1568">----- [name& designation of the person]</div> <div data-bbox="972 1612 1426 1702">----- [name& designation of the person]</div>
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Annexure-6

Format of Price Bid

{To be submitted online only}

Format for Price Bid of HSD

Sr. No.	Description	Offered discount including Fleet card discount, if any in Rs. per Liter (To be Filled in by Bidder, only numerals) on daily market rate.
(i)	(ii)	(iii)
1	Supply of HSD in liter per day	
		Offered discount per day (D)

Annexure-6

Format of Price Bid

{To be submitted online only}

Format for Price Bid of Petrol

Sr. No.	Description	Offered discount including Fleet card discount, if any in Rs. per Liter (To be Filled in by Bidder, only numerals) on daily market rate.
(i)	(ii)	(iii)
1	Supply of Petrol in liter per day	
		Offered discount per day (D)

Annexure-6

Format of Price Bid

{To be submitted online only}

Format for Price Bid of CNG

Sr. No.	Description	Offered discount including Fleet card discount, if any in Rs. per kg. (To be Filled in by Bidder, only numerals) on daily market rate.
(i)	(ii)	(iii)
1	Supply of CNG in kg per day	
		Offered discount per day (D)

Annexure 7

Deleted