

बिहार स्वास्थ्य सुरक्षा समिति

राज्य स्वास्थ्य अभिकरण



BIHAR SWASTHYA SURAKSHA SAMITI

State Health Agency

2nd Floor, 3rd Block, Secretariat Extension Building, Old Secretariat, Patna-800015

Website:-<https://biswass.bihar.gov.in/>E-mail:-abnhpmbihar@yahoo.comTelephone:- 0612-2233504

Notice Inviting Tender (NIT) Reference No. 05/BSSS/Hiring of Vehicles /2025-26 for selection of Agency for hiring of vehicles, for Bihar Swasthya Suraksha Samiti (BSSS)

The Bihar Swasthya Suraksha Samiti (BSSS), Patna intends to select an agency via e-tendering (<https://eproc2.bihar.gov.in/>) for hiring of vehicles, for the period of 2 years.

Tender Schedules (05/BSSS/Hiring of Vehicles /2025-26)

S.No	Event Description	Timeline
1.	Start Date & time of submission (upload) of online bidding document	From 26/09/2025 - 05:00 PM, on the e-Procurement Portal (https://eproc2.bihar.gov.in/).
2.	Last date & time for submission (upload) of online bidding document	20/10/2025 till 05:00 PM, on the e-Procurement Portal (https://eproc2.bihar.gov.in/)
3.	Time, Date, Venue of opening of Technical Bid	21/10/2025 at 11:00 AM on the e-Procurement Portal (https://eproc2.bihar.gov.in/) Venue:-Conference Hall, Bihar Swasthya Suraksha Samiti, Secretariat Extension building, Block-3, 2 nd Floor, Old secretariat, Patna-800015
4.	Time, Date, Venue of opening of Financial Bid	To be announced later on the e-Procurement Portal (https://eproc2.bihar.gov.in/) or https://biswass.bihar.gov.in/ Venue:-Conference Hall, Bihar Swasthya Suraksha Samiti, Secretariat Extension building, Block-3, 2 nd Floor, Old secretariat, Patna-800015
5.	Pre-bid meeting (Date & time)	07/10/2025 at 11:00 AM to 12:00PM
6.	Pre-bid meeting venue	Conference Hall, Bihar Swasthya Suraksha Samiti, Secretariat Extension Building, Block-3, 2 nd Floor, Old Secretariat, Patna-800015
7.	Validity of Bid	180 days
8.	Earnest money deposit (EMD)	Rs. 200000 (Rs. Two lakh only)

- BSSS reserves the right to accept or reject any or all tender or change the terms and condition of NIT or amendments to NIT or cancel the NIT without assigning any reasons at any stage and time.
- For further enquiry and information, please visit website <https://eproc2.bihar.gov.in/> or <https://biswass.bihar.gov.in/> or both or contact to the following officers during office hours 9:30 AM to 6:00 PM – Director Administration, BSSS (Mobile No. 9264471405) or Procurement manager, BSSS (Mobile No. 9264471413). All further notifications/ Corrigendum/ Addendum, if any shall be posted on e-Procurement Portal (<https://eproc2.bihar.gov.in/>) or <https://biswass.bihar.gov.in/> or both and shall be binding upon all bidders.

Administrative Officer
Bihar Swasthya Suraksha Samiti.

बिहार स्वास्थ्य सुरक्षा समिति

राज्य स्वास्थ्य अभिकरण



बिहार सरकार

BIHAR SWASTHYA SURAKSHA SAMITI

State Health Agency

Secretariat Extension Building, Block-3, Second Floor, Old Secretariat, Patna- 800015

e-tender(NIT) Reference No.-05/BSSS/Hiring of Vehicles/2025-26

**Notice Inviting Tender(NIT) for selection of agency for hiring of
vehicles for Bihar Swasthya Suraksha Samiti (BSSS)**

e-Procurement Mode Only

<https://www.eproc2.bihar.gov.in>

SECTION- I

NOTICE INVITING TENDERS

1. The Bihar Swasthya Suraksha Samiti (BSSS), Patna intends to select agency via e-tendering for hiring of vehicles, for the period of **2 years** from the date of contract agreement.
2. The Bihar Swasthya Suraksha Samiti (BSSS) invites bids from eligible business entities, in providing the services as mentioned in this tender document.
3. To participate in the e-tendering process, the bidder/ agency are required to get themselves registered with Bihar Government Centralized e-Procurement portal, i.e., <https://eproc2.bihar.gov.in>, shall contact the helpdesk at the following address, "Mjunction Services Limited, RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna 800014, Bihar, e-mail id: eproc2support@bihar.gov.in, Toll Free Number- 18005726571 (Working Hours: 8AM to 7PM, All days in week except Sunday and few selected state holidays)".

4. Schedule of Events:-

S.No.	Event Description	Timeline
4.1	Start Date & time of downloading the NIT	26/09/2025 05:00 PM, on the e-Procurement Portal (https://eproc2.bihar.gov.in)
4.2	Last date & time for submission (upload) of online bidding document.	20/10/2025 till 05:00 PM, on the e-Procurement Portal (https://eproc2.bihar.gov.in)
4.3	Time, Date of opening of Technical Bid	21/10/2025 at 11:00 AM on the e-Procurement Portal (https://eproc2.bihar.gov.in)
4.4	Time, Date of opening of Financial Bid	To be announced later on the e-Procurement Portal (https://eproc2.bihar.gov.in) or https://biswass.bihar.gov.in/ or both.
4.5	Pre-bid meeting (Date & time)	07/10/2025 at 11:00 AM to 12:00 PM
4.6	Pre- bid meeting venue	Conference Hall, Bihar Swasthya Suraksha Samiti, Sachivalaya Extension Building, Block-3, 2 nd Floor, Old Secretariat, Patna- 800015

Note – i) Interested tenderers may obtain further information about this Notice Inviting Tender(NIT) from the office of Bihar Swasthya Suraksha Samiti (BSSS), Patna.

ii) No tender will be accepted after closing date and time in any circumstances.

5. Tenderer may also download the tender documents (a complete set of document is available on website) from e-Procurement Portal (<https://www.eproc2.bihar.gov.in>) and submit its tender by using the downloaded document.
6. The tender shall be accompanied by Earnest Money Deposit (EMD) for the sum of **Rs. 200000 (Two lakh Rupees)** through e-Payment mode (i.e. NEFT-RTGS, Internet Banking, Credit/Debit Card) on the link mentioned in the e-procurement portal (<https://eproc2.bihar.gov.in>)
7. Tender Processing Fee (TPF) amount as per the eproc2 portal to be paid by the bidder through e-Payment mode (i.e. NEFT-RTGS, Internet Banking, Credit / Debit Card) only, to the agency empanelled by Government of Bihar for centralized e-Procurement.
8. The technical and financial bids must be submitted through e-Procurement Portal (<https://www.eproc2.bihar.gov.in>) before the date and time specified in the NIT. The BSSS doesn't take

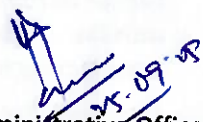
any responsibility for the delay / Non Submission of Tender / Non Reconciliation of online Payment caused due to Non availability of Internet Connection, Network Traffic/ Holidays or any other reason."

9. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement Portal ([https:// www.eproc2.bihar.gov.in](https://www.eproc2.bihar.gov.in)).
10. The Bidding documents shall be submitted in the mode as mentioned below:

(1) Earnest Money Deposit (EMD)	Online (on the link mentioned in the e-procurement portal)
(2) Technical Bid	Online (Cover-Technical Stage)
(3) Financial Bid	Online (Cover-Cost Bid Stage)

11. In the event of any of the above-mentioned day being declared a holiday/closed day for the Bihar Swasthya Suraksha Samiti (BSSS), the bids will be opened in the next working day at the scheduled time.
12. All prospective tenderers may attend the Pre-Tender meeting. The venue, date and time are indicated in Schedule of Events as in **Clause 4** above.
13. BSSS reserves the right to accept or reject any or all tender or change the terms and condition of NIT or cancel the Tender without assigning any reasons at any stage and time.
14. For further enquiry and information, please contact to the following officers during office hours 9:30 AM to 6:00 PM- Shri Mrinal Sisodia, Director Administration, BSSS, Mobile No.- 9264471405, Shri Randhir Kishore, Procurement Manager, BSSS, Mobile No.- 9264471413
15. All further notifications/Corrigendum/Addendum, if any shall be posted on e-Procurement Portal ([https:// www.eproc2.bihar.gov.in](https://www.eproc2.bihar.gov.in)) or (<https://biswass.bihar.gov.in/>)

Disclaimer: Please note, in the "Estimated value box" on the e-Procurement Portal (<https://www.eproc2.bihar.gov.in>), "Zero" has been mentioned, by Bihar Swasthya Suraksha Samiti (BSSS). The actual value of the project depends on the L1 rate decided by this tender and therefore due to this, it has been mentioned "Zero". However, the bidders will be required to do financial estimations on their own and quote the bids based on the terms and conditions mentioned in the tender document.


Administrative Officer (AO)
Bihar Swasthya Suraksha Samiti

INSTRUCTIONS TO BIDDER (ITB)**1. General Instructions**

- 1.1 The bidder should prepare and submit its offer as per instructions given in this section.
- 1.2 Instructions/ Guidelines for tenders for electronic submission of bids online have been mentioned below for assisting the prospective bidders to participate in e-tendering.
 - 1.2.1 **Registration of Bidders:-** To participate in the e-tendering process, the bidder/ agency are required to get themselves registered with Bihar Government Centralized e-Procurement portal, i.e., <https://eproc2.bihar.gov.in>, shall contact the helpdesk at the following address, "Mjunction Services Limited, RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna 800 014, Bihar, e-mail id: eproc2support@bihar.gov.in, Toll Free Number-18005726571 (Working Hours: 8AM to 7PM, All days in week except Sunday and few selected state holidays)"
 - 1.2.2 **Digital Signature certificate (DSC):-** Each bidder is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) .
 - 1.2.3 The bidder can search & download Notice Inviting Tender (NIT) & Tender Documents electronically from computer once he logs on to the e-Procurement Portal <https://www.eproc2.bihar.gov.in> using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
 - 1.2.4 **Submission of bids:-** Bids are to be submitted through online mode to the eProcurement Portal <https://www.eproc2.bihar.gov.in> at a time for following activities – one while uploading documents for submission of technical bid & the other at the time of submission of Financial bid before the prescribed date & time as mentioned in **Clause 4** in Notice Inviting Tender(NIT) using the Digital Signature Certificate (DSC). The documents will get encrypted (transformed into non-readable formats).
 - 1.2.5 Before preparing the tender and submitting the same to the e-procurement portal, the bidder should read and examine all the terms & conditions, instructions, checklist etc. contained in the Tender Documents including amendment(s). Failure to provide required information or to comply with the instructions incorporated in these Tender Documents may result in rejection of tender(s) submitted by bidders.
 - 1.2.6 The bidder has to quote the hiring price for all types of vehicles (Type A/Type B/Type C/Type-D) as mentioned in **Annexure-D**. If any bidder fails to quote the price for even on type of vehicle, their bid shall be treated as non-responsive and summarily rejected.
 - 1.2.7 The prices quoted shall be firm and inclusive of all the factors which includes but not limited to the salaries of the manpower, ESIC/EPF (Employer & Employee contribution), fuel, vehicle repair & maintenance, registration, insurance and all kind of state and national rate, taxes & duties applicable on bidder related to running & maintenance of vehicle(s) on hire etc. and no other charges will be payable to bidder/agency by BSSS **excluding Goods & Services Tax(GST)**. This shall be quoted in the online mode only. GST if applicable, will be paid by Bihar Swasthya Suraksha Samiti (BSSS) or the authorities decided by BSSS, as per the prevailing rates/rules. (Refer: **Appendix D: Instructions to financial bid**). Also, there shall be no change in the price in respect to change in the cost of fuel, labour, parts of vehicles including tyres etc., repair and maintenance, insurance, registration fee, rates, taxes & duties etc.
 - 1.2.8 The technical bid (technical and financial details of the bidder/agency) shall be submitted before the last date and time of submission in online mode only. Tenders submitted after the stipulated date & time (closing date and time for uploading the tender and submission of EMD as mentioned in **Clause 4, Notice Inviting Tender (NIT)**) shall not be considered, and would summarily be rejected.

2. Tendering Expense

The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and subsequently processing the same. The Bihar Swasthya Suraksha Samiti (BSSS) will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

3. Language of the tender

The tender submitted by the bidder and documents relating to the tender shall be written in the English language. However, the language of any printed literature furnished by the bidder in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail. However, if the language of any of the printed document(s) submitted by the bidder is/are in "Hindi" language, then there is no need for providing an English translation of the same document, for interpretation.

4. Amendments to Tender Documents

- 4.1 At any time prior to the deadline for submission of tenders, the BSSS may, for any reason deemed fit by it, modify the Tender Documents by issuing suitable amendment(s) to it.
- 4.2 Such an amendment will be notified on eProcurement Portal ([https:// www.eproc2.bihar.gov.in](https://www.eproc2.bihar.gov.in)) and the same shall be binding to all prospective Bidders.
- 4.3 Any bidder who has downloaded the tender document should watch for amendment, if any, issued on the above eProcurement Portal (<https://www.eproc2.bihar.gov.in>) and the BSSS will not issue separate communication to them. The BSSS shall not be responsible in any manner if prospective Bidders miss any notifications placed on mentioned eProcurement Portal (<https://www.eproc2.bihar.gov.in>).

5. Pre-Bid Meeting

- 5.1 In order to provide response to any doubt regarding terms and conditions, scope of work and any other matter given in the tender document, a pre-bid meeting has been scheduled to be held in the office of Bihar Swasthya Suraksha Samiti (BSSS) as per the **Clause 4, Section (I) of the Notice Inviting Tender (NIT)**.
- 5.2 During the pre-bid meeting, the clarification sought by representative of prospective bidders shall be responded appropriately. However, they shall clarify and will be asked to submit their written request within 1 (one) day before of date of pre-bid meeting. The Bihar Swasthya Suraksha Samiti (BSSS) shall upload written response on the eProcurement Portal <https:// www.eproc2.bihar.gov.in> to such requests for clarifications, without identifying its source. In case required, amendments, in terms of **Section II, Para 4**, above shall be issued, which shall be binding on all prospective bidders.

6. Clarifications to Tender Documents

- 6.1 A prospective bidder requiring any clarification regarding terms & conditions, technical specifications etc. given in the Tender Documents may submit written request for clarifications to **Administrative Officer, Bihar Swasthya Suraksha Samiti** by post/email ID: abnhpmbihar@yahoo.com , within 1 (one) before of date of pre-bid meeting or on the date of Pre-bid meeting.
- 6.2 All the prospective bidders will be notified of response to clarifications only through eProcurement Portal <https://www.eproc2.bihar.gov.in>. Any bidder who has downloaded the tender document should watch for clarifications, if any, issued on the above mentioned website and BSSS will not issue separate communication to them.
- 6.3 The BSSS shall not be responsible in any manner if a prospective bidder fails to notice any notifications placed on the e-Procurement Portal (<https://www.eproc2.bihar.gov.in>).

7. Earnest Money Deposit (EMD)

- a) The bidder has to submit **Earnest Money Deposit (EMD) of Rs. 200000 (Two lakh Rupees)** through e-Payment mode (i.e. NEFT-RTGS, Internet Banking, Credit / Debit Card) on the link mentioned in the e-procurement portal (<https://eproc2.bihar.gov.in>).
- b) It may be noted that no bidder is exempted from deposit of EMD. Tenders submitted without EMD shall be summarily rejected.
- c) The EMD of unsuccessful bidder will be returned to them without any interest, after conclusion of the resultant contract. The EMD of the successful bidder will be returned without any interest, after receipt of performance security as per the terms of contract.
- d) Earnest money is required to protect the BSSS against the risk of the Bidder's conduct, which would warrant the forfeiture of the EMD.
- e) The EMD/ Bid Security shall be forfeited by the BSSS hereunder or otherwise, under the following conditions:
 - (i) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice
 - (ii) If a Bidder withdraws its Bid during the period of bid validity as specified in this RFP and as extended by the BSSS from time to time;
 - (iii) In the case of Selected Bidder, if it fails within the specified time limit:
 - a. to furnish the Performance Security(PS), before signing the contract agreement, within the period prescribed in the Letter of Intent (LoI) or
 - b. to sign the contract .

8. Preparation of Tender

8.1 The Bidding documents shall be submitted in the mode as mentioned below: -

(1) Earnest Money Deposit (EMD)	Online (on the link mentioned in the e-procurement portal)
(2) Technical Bid	Online (Cover-Technical Stage)
(3) Financial Bid	Online (Cover-Cost Bid Stage)

- 8.2 Bidders are requested not to submit the hard copy of Financial Bid. In case the hard copy of financial bid is submitted the tender shall be straight away rejected. Also, uploading of the financial bid in prequalification bid or technical bid will result in rejection of the tender.
- 8.3 The tender shall be duly signed by the authorized person duly approved by the appropriate authority in terms of the **Appendix A**, at the appropriate places as indicated in the tender documents and all other pages of the tender including printed literature, if any shall be initiated by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialed by the person(s) signing the tender. The entire document being part of tender document should be page numbered. The Authorization Letter shall be furnished along with the tender, as per the **Appendix-A**.
- 8.4 A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the BSSS may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- 8.5 Prices are to be quoted in the financial Bid format in online mode only. The financial bid submitted in any other format will be treated as non-responsive.
- 8.6 Following required evaluation criteria must be submitted through online mode on eProcurement Portal

<https://www.eproc2.bihar.gov.in>:

- 1) Authorization Letter for signing of proposal in favour of signatory to tender documents as per **"Appendix A"**.
- 2) Self-attested copy of establishment of the entity under Companies Act 1956/2013 or Proprietorship or Partnership Act 1932 or Shops & Establishment Act or Societies Registration Act 1860 or Indian Trusts Act 1882 .
- 3) Self-attested copy of audited accounts statement i.e., Profit & Loss Account (if the bidder is registered under Companies Act or Partnership firm or Proprietorship firm) and Income and Expenditure Account statement (if the bidder is registered under (Societies Registration Act or Indian Trusts Act) , along with audited balance sheet for the financial years (FY) **2021-22, 2022-23 and 2023-24**.
- 4) Self attested copy of the Income Tax Returns (ITR) acknowledgement for assessment years (AY) **2022-23, 2023-24 and 2024-25**.
- 5) Self-attested copy of the certificate of registration of GST issued by the appropriate authority valid as on date of submission of tender documents must be submitted.
- 6) A duly notarized declaration from the bidder in the format given in the **"Appendix-C"** to the effect that the firm has neither been declared as defaulter or black-listed or declared ineligible by any competent authority of Government of India OR Government of any State or Society of any state etc.
- 7) Self-attested copy of the work order(s) and experience certificates, ascertaining, the bidders/agency's has experience for providing vehicles, as per the type of vehicles mentioned in this tender document, during each year in the last three financial years **2021-22, 2022-23 and 2023-24**. for a minimum period of three continuous months every year to Central or State Government/Semi-Government/Public Sector Units (PSU)/Government agency.
- 8) Self-attested copy of the Registration Certificate (RC), Insurance, and Road Tax (Commercial) for at least 3 vehicles of any make/model for the Type-A/Type-B/Type-C/Type-D, registered in the name of the bidder/agency.

9. Tender Submission

- 9.1 The Bihar Swasthya Suraksha Samiti (BSSS) will open the tenders at the date and time as indicated in **Clause 4 of the Notice Inviting Tender (NIT)**. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the Bihar Swasthya Suraksha Samiti (BSSS), the tenders will be opened in online mode, on the next working day.
- 9.2 Technical evaluation of the Bid will be done on the basis of technical qualification criteria and documents mentioned (TECHNICAL BID) in Mandatory Documents Link present in the eProcurement Portal <https://www.eproc2.bihar.gov.in> failing which the bid will not be considered for technical evaluation.
- 9.3 The technical evaluation shall be done only on the basis of documents/papers submitted by the bidder on e-Procurement Portal <http://www.eproc2.bihar.gov.in>
- 9.4 The financial bids of bidders whose Technical bids are found technically responsive and comply with the bid documents will only be considered for financial evaluation. The date of opening of financial bids shall be communicated to such bidders, who are technically qualified.
 - 9.4.1 No bidder can place more than one bid in any form .

9.4.2 The Bidder has to give a single bid taking into consideration all the conditions as laid down in this tender document.

9.5 The date fixed for opening of financial bids, if subsequently declared as holiday by the Bihar Swasthya Suraksha Samiti (BSSS), the revised date of schedule will be notified on the e-Procurement Portal <http://www.eproc2.bihar.gov.in>. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

EVALUATION OF TENDERS

1. Scrutiny of Tenders

The tenders will be scrutinized by the selection committee appointed by the Bihar Swasthya Suraksha Samiti (BSSS) to determine whether they are complete and meet the essential and important requirements, conditions and whether the bidder is eligible and qualified as per criteria laid down in the tender documents. The bids, which do not meet the aforesaid requirements are liable to be treated as non-responsive and may be ignored. The decision of the Bihar Swasthya Suraksha Samiti (BSSS) as to whether the bidder is eligible and qualified or not and whether the bid is responsive or not shall be final and binding on the bidders. Financial bids of only those bidders, who qualify on technical bid, will be considered and opened.

2. Infirmary/Non-Conformity

The Bihar Swasthya Suraksha Samiti (BSSS) may waive minor infirmity and/or non-conformity in a tender, provided it does not constitute any material deviation. The decision of the BSSS as to whether the deviation is material or not, shall be final and binding on the bidders.

3. Discrepancies in Prices

- 3.1 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- 3.2 If, as per the judgment of the Bihar Swasthya Suraksha Samiti (BSSS), there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by speed post/e-mail. If the bidder does not agree to the observation of the BSSS, the tender is liable to be ignored.

4. Bidder's capability to perform the contract

The Bihar Swasthya Suraksha Samiti (BSSS), through the above process of tender scrutiny and evaluation will determine to its satisfaction whether the bidder, whose tender has been determined as the lowest evaluated responsive bidder, is eligible, qualified and capable in all respects to perform the contract satisfactorily. In such conditions, decision of the BSSS shall be final and binding on the bidders.

5. Contacting the Bihar Swasthya Suraksha Samiti (BSSS)

- 5.1) From the time of submission of tender to the time of awarding the contract, if a bidder needs to contact the BSSS for any reason relating to its tender, it should do so only in writing.
- 5.2) In case a bidder attempts to influence the BSSS, on the BSSS's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the bidder shall be liable for rejection and it may also lead to forfeiture of EMD in addition to appropriate administrative and coercive actions being taken against that bidder, as deemed fit by the BSSS.

6. Bid Clarification

- 6.1) To facilitate evaluation of Proposals, the Bihar Swasthya Suraksha Samiti (BSSS) may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal. Notwithstanding

anything contained in the NIT, the Bihar Swasthya Suraksha Samiti (BSSS) reserves the right not to take into consideration any such clarifications sought for evaluation of the Proposal.

6.2) At any point in time during the bidding process, if required by the Bihar Swasthya Suraksha Samiti (BSSS), it is the Bidders' responsibility to provide required evidence of their eligibility as per the terms of the NIT, to the satisfaction of the BSSS. If no response is received within the prescribed time, the BSSS shall evaluate the offer as per available information. The technical evaluation committee in the BSSS can verify the facts and figures quoted in the proposal. The BSSS reserves the right to conduct detailed due diligence of the information provided by the Bidders for qualification and financial evaluation.

6.3) The BSSS may ask the bidder to submit supporting documents in response to bid clarifications. These shortfall information/ documents will be sought in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then, and these will be called only on basis of recommendations of Bid Evaluation Committee/ Technical Committee. Example: if the Permanent Account Number, GSTN number has been asked to be submitted and the bidder has not provided them, BSSS may ask the bidder to submit these documents within a defined timeline.

7. Fraud and Corrupt Practices

7.1 The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained herein, the Bihar Swasthya Suraksha Samiti (BSSS) may reject an bid without being liable in any manner whatsoever to the bidder if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Selection Process.

7.2 Without prejudice to the rights of the BSSS hereinabove, if an bidder is found by the BSSS 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 Selection Process, such Applicant shall not be eligible to participate in any tender or RFP issued by the BSSS during a period of 5 (Five) years from the date such bidder is found by the BSSS 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, as the case may be.

7.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) **"Corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the BSSS who is or has been associated in any manner, directly or indirectly, with the Selection Process.
- (b) **"Fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process.
- (c) **"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 Selection Process.
- (d) **"Undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the BSSS with the objective of canvassing, lobbying or in any manner

influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest, and

- (e) "**Restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

8. Award of Contract

- 8.1 The BSSS reserves the right to accept in part or in full any tender or reject any tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s).
- 8.2 The bidder shall within 7 days of issue of the Letter of Intent (LoI), give his acceptance.
- 8.3 The Bihar Swasthya Suraksha Samiti (BSSS) reserves the right at the time of Contract award and/or during validity of contract, to increase or decrease the scope of services without any change in unit price or other terms and conditions.
- 8.4 The BSSS will notify the successful bidder(s) in writing by issuing a Letter of Intent (LoI), that its tender has been accepted, briefly indicating there in the essential details like description of services and corresponding prices accepted, subject to the contract agreement to be signed between the parties "*floated from this NIT*" having the terms and conditions etc., therein.
- 8.5 The Financial bids of the shortlisted bidder(s)/agency(s) from Technical Evaluation (matching eligibility criteria) will be opened and the bidder who quotes the lowest (L1) minimum cost for Monthly Booking (excluding GST) will be awarded the contract agreement as per Least Cost Selection (LCS). Further, it is made clear that agency which is L1, on the basis of monthly booking, shall also provide vehicle services for local booking and outstation booking at the discovered L1 rate through this tender for the concerned type. But, any agency which is L1 for local and outstation booking, will not be given work for monthly booking on L1 rate, unless the agency selected for monthly booking fails to provide the vehicle as per need of BSSS.
- 8.6 For monthly booking, L1 will be decided only on the basis of the rate quoted against monthly booking. Per km charge for extra kilometre will not be considered for deciding L1 agency. However, the selected L1 agency for monthly booking, will be entitled to get payment for extra kilometre on the basis of lowest rate discovered through this tendering process, irrespective of the rate quoted by the L1 agency.
- 8.7 In case, the L1 bidder denies/fails to honour the contract/Letter of Intent (LoI), the Bihar Swasthya Suraksha Samiti (BSSS) shall be at freedom to negotiate with L2, L3.... (in this order) responsive bidders with their consent to enter into an agreement with the BSSS, to hire vehicle as per requirement type (local/outstation travel & daily/monthly use) at L1 rate and for said denial/failure if any, the EMD of the concerned selected bidder will be forfeited.
- 8.8 Also, in case L1 fails to provide vehicles within timeframe as specified by the Bihar Swasthya Suraksha Samiti (BSSS), the BSSS shall be at the freedom to procure the same from L2, L3..... (in this order) responsive bidders at the L1 rate for the vehicle as per requirement type (local/outstation travel & daily/monthly use).
- 8.9 The successful bidder must furnish to the BSSS the required Performance Security (PS), before executing the contract/signing of the contract document positively failing which the EMD will be forfeited and the award will be cancelled and bidder will be blacklisted. Relevant details about the performance security have been provided under **Section VI Para 10**.
- 8.10 The contract agreement between BSSS and the selected service provider and will be required to be signed within 21 days of the issue of the Letter of Intent(LoI). The stamp duty and registration charges, if any, payable on the Agreement will be borne by the selected service provider.

SCOPE OF THE WORK (SoW)

1. The agency shall provide type of vehicle(s) given in the financial bid, as per the type of requirement (local/outstation & daily/monthly) stated by Bihar Swasthya Suraksha Samiti (BSSS).
2. The vehicle provided by the bidder/agency should
 - (i) Have Commercial license issued from competent authority.
 - (ii) Ensure availability Fire Extinguisher, One Hammer and a pair of scissors in the vehicles all the time
 - (iii) Be in good working condition, preferably not more than 3 years old
 - (iv) Be fully functional Air-Conditioning
 - (v) Have State / National permit as applicable
 - (vi) Be in good working condition without any scratches/dents/noise etc.
 - (vii) Have Clean Seats and covers
 - (viii) Be insured (3rd party insurance cover) and continue to be insured during the period of the contract.
 - (ix) Registered in the name of the agency/bidder, and not in the name of the management or employee of the agency/bidder
 - (x) Have sealed Milometer
 - (xi) Conform to all transport Acts and pollution norms [*Pollution Under Control(PUC)*] prescribed by the state of centre, by the Transport department from time to time.
3. The agency shall provide driver(s) who should be:
 - (i) Having good health and preferably between the age group of 21-55 years old
 - (ii) Possessing valid driving license for Light Motor Vehicle(LMV)
 - (iii) Should wear clean uniform having name badge at all time or as decided by BSSS
 - (iv) Have workable mobile phone
 - (v) Should be well trained, well behaved, reasonably educated, conversant with traffic rules/regulations and city/intra state roads/routes as well as security instructions.
4. The drivers shall be ready to travel & stay outstation at any time, as per the demand of the Bihar Swasthya Suraksha Samiti (BSSS).
5. The Bihar Swasthya Suraksha Samiti (BSSS), will take minimum of following vehicles on monthly basis:

Type	Name of model/make	Minimum no. of vehicles (N) required on Monthly basis
Type A	Innova Crysta / Any other similar vehicle	3
Type B	Tata Safari Storme New Model /Scorpio N/ XUV 700 Any other similar vehicle	4
Type C	Maruti Ertiga/Toyota Rumion/Kia Carens/ Any other similar Vehicle	2
Type D	Maruti Dzire/Honda Amaze/Tata Tiago/Any other similar vehicle	2

This is indicative minimum no. of vehicles required by BSSS. The above no. of vehicles can be increased or decreased at the sole discretion and as per requirement of the BSSS. Number of vehicles for local and outstation booking, is dependent on requirement of BSSS from time to time.

6. The agency/bidder shall be solely responsible for payment of road taxes (commercial) or any other rate duties and taxes, including insurance and conform to and get the vehicle(s) tested and evaluated as per the norms issued by the transport department from time to time, such that all the vehicle(s) remain in service during the tenure of the contract, and will be required to submit proof of such, to the BSSS.

7. The agency/bidder shall be solely responsible for the repair and maintenance, including replacement of parts including tyres etc., as per need of the vehicle(s) such that the vehicle(s) remain in service during the tenure of the contract.
8. The cost of fuel should be borne by the agency/bidder, and the BSSS, will not be responsible or held responsible and liable to pay to the agency/bidder, for the change in rates of fuels from time to time.
9. The drivers to be deployed with the department should have got their antecedent verified by the local police. The bidder/agency will be required to submit, the list of the drivers to be deployed under the contract with a copy of their police verification certificates. The bidder/agency will also be required to furnish a certificate stating that the drivers proposed to be deployed bear good moral character.
10. The driver(s) provided by agency/bidder, shall carry original copy of the Registration Certificate(RC), Insurance, Pollution Under Control(PUC) certificate, receipts of payment of commercial taxes (local, state and national) and badges, driving licence etc., during all times, while providing services to the BSSS.
11. In case, the driver of the vehicle is on leave or absent, the Agency will provide a replacement driver without any delay.
12. If any appointed driver by the agency/bidder is not found fit for the work, the BSSS, shall communicate this to the agency and it will be the responsibility of the agency to replace the driver at the earliest.
13. The drivers appointed by the agency/bidder, shall maintain the log book(s)/duty slips along with toll taxes/challans, of the travel for each day, and get the same signed and approved by the concerned officer/using officer in the BSSS, on a daily basis. There should be no cut mark(s) or overwriting in the duty slip(s), challans. If found, so, the same shall be counter signed by the using officer/concerned officer in the BSSS, else, the such cut mark(s) or overwriting shall not be accepted by BSSS.
14. If the service provider, has paid toll tax via FASTag or Parking fee, then it will be required to mention the same in the duty slip, and copy of the bill shall be submitted at the time of submission of bills.
15. The Agency will ensure timely salary payment of drivers in the vehicles provided by them and comply all labour laws and relevant laws for running and operating the vehicles for BSSS.
16. The recruited drivers of the Agency shall not be the staff/ or employee of the Samiti in anyway, nor can claim any advantage of it in any way or for any purposes whatever it may be.
17. The agency shall be responsible to comply with all applicable labour Law in respect of the manpower appointed or hired by the bidder or agency in respect of execution of the services and shall indemnify and keep indemnified the BSSS for any claim, action or demand whatsoever in that regard.
18. The bidder or agency shall be responsible to comply with all applicable labour Law (Compensation, minimum wages, EPF, ESI or any other Act or Legislation, which may govern the nature of the contract and/or being issued by Central or State Government from time to time) in respect of the manpower appointed or hired by the bidder or agency in respect of execution and implementation of the project and shall indemnify and keep indemnified the BSSS for any claim, action or demand whatsoever in that regard. It will be the sole responsibility of the Bidder or agency to abide by the provisions of the following acts as to the manpower appointed or hired for performance of this contract.
19. The vehicles and drivers provided by the bidder shall work under the overall supervision of Bihar Swasthya Suraksha Samiti (BSSS). The vehicle and Driver shall remain available all the time as per Duty Roster or as per requirement and shall not leave place of duty without prior permission of the concerned officer, as appointed by the BSSS.
20. For the monthly booking, the bidder/agency shall provide vehicles as per standard time notified by the BSSS. However, in case of any change in schedule, the same shall be notified through mail to the agency. The starting point of any vehicles provided shall be garage to garage (maximum of 10 kilo meters per day).
21. For the local and outstation booking, the bidder/agency will be informed before 2 hours of scheduled travel plan through mail and it will be the responsibility of the bidder/agency to ensure to provide the

- vehicle as per provided schedule. In case of failure to do so, penalty will be imposed to bidder/agency as per penalty provisions mentioned in the tender document.
22. The Bidder shall immediately provide replacement of the vehicle under repair/detained due to accident or vehicle not reporting for duty or in breakdown conditions.
 23. In case of breakdown of any vehicle, the Bidder shall replace the breakdown vehicle within one hour failing which BSSS has the right to hire vehicle from any other sources at the expense of the Bidder.
 24. If any vehicle by the agency/bidder is found not-fit for the work, the BSSS, shall communicate this to the agency and it will be the responsibility of the agency to replace the vehicle within 24 hours.
 25. The bidder/agency will be paid the toll tax as per actual, upon submission of the actual bills, duly signed by the officer of BSSS.
 26. The minimum assured distance for local booking/travel, shall be 75 kms per day (12 Hours) and outstation booking/travel, shall be 200 kms per day. Additionally, the bidder/agency will be paid Rs.200/- per day as night halt charges for drivers during outstation booking of vehicle(s) by BSSS.
 27. All the vehicles provided by the agency on monthly basis, shall be required appropriately branded (stickers of the logo (min. size of 15 inches X 15 inches) on all sides) in the name of the Bihar Swasthya Suraksha Samiti (BSSS). The design of the logo will be shared by BSSS or as decided by BSSS.
 28. TDS admissible under the Income Tax and GST laws in force or enforceable by the Central or State Governments shall be deducted as per prescribed rates and norms on the amount paid / Payable to contractor excluding GST amount.
 29. The stamp duty & registration charges, if any, on the contract agreement levied by the Govt. (Central or State), or any other statutory body, shall be paid by the bidder/agency as applicable.
 30. The Bidder shall indemnify the BSSS against all other damages/charges and expenses for which BSSS may be held liable or pay on account of the negligence of the Bidder or his staff or any person under his control whether in respect of accident, injury to the person or damage to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. The BSSS shall not be responsible financially or otherwise for any injury to the driver or person deployed by the Bidder during the course of performing duties.
 31. The BSSS will be under no legal obligation to provide employment to any of the personnel of the bidder during/ expiry of agreement period and the BSSS recognizes no employer-employee relationship between the BSSS and the personnel deployed by the agency.
 32. All the vehicles provided to BSSS should be in good running condition and having valid documents / licenses from transport department and insurance policy of vehicle with Pollution Certificate, including third party insurance, as applicable. The vehicles should conform, to the pollution norms of the state, if any, by the transport department of the Government of Bihar, as amended from time to time.
 33. Any repair & maintenance requirement of vehicles at BSSS, shall be the sole responsibility of the Bidder. Any non-functioning vehicle shall be immediately notified by the concerned officer in BSSS, to the agency/Bidder for rectification. In case of a lack of requisite action by the Bidder a formal complaint and call for action would be issued to the Bidder by the concerned officials immediately.
 34. Operation and function of the vehicles and Drivers shall be governed by Motor Vehicles Act/Motor Vehicles Act/Rules or any other Government Motor Vehicles Act/ Rules and these shall be the responsibility of the Bidder.
 35. The BSSS will not entertain any dispute between the appointed drivers and the concerned agency on any issue related to functioning of the agency/bidder under the contract. In case of any such dispute affecting the performance of the agency/bidder in the providing services to BSSS, strict action as per penalty provisions mentioned in the tender will be taken against the agency.
 36. The selected agency will have to observe ethical behaviour and standards with the drivers. The BSSS will have a right to hold an enquiry, and to take appropriate action when necessary with respect to this aspect.

37. There shall be no employer employee relationship between the BSSS and the personnel to be deployed by the service provider in the contract service.
38. The bidder/agency shall be required to mandatory provide (a) official e-mail ID, (b) one landline number and (c) one mobile number, on which the BSSS shall use for daily communication and follow-ups, queries, complaints as well as orders of vehicles (Type A/B/C/D) as per for requirement (Local/Oustation travel & daily/monthly use).

ELIGIBILITY CRITERIA

- 1) This invitation is open to all organizations registered under Companies Act, 1956/2013, Partnership act 1932, Shop & Establishment Act, Societies Registration Act 1860, Indian Trusts Act 1880 who fulfill the eligibility & qualification criteria specified hereunder. (**Consortium is not allowed**)
- 2) The eligibility criteria and Supporting Documents to be submitted by the bidders are as follows:-

S.No	Eligibility criteria for Bidders	Mandatory Documents
(i)	The Bidder should be an established entity under Companies Act, 1956/2013, Partnership act 1932, , Shop & Establishment Act, Societies Registration Act 1860, Indian Trusts Act 1880.	(a) For Company - Copy of the Certificate of Incorporation issued by the Registrar of Companies (RoC) under companies act 1956/2013 (b) For Partnership Firm- Certificate issued under shop & Establishment Act along with Partnership deed under Partnership Act 1932. (c) For Society/ Trust – Certificate of registration under Societies Registration Act 1860, Indian Trusts Act 1882 (d) For Proprietorship firm- Copy of Registration Certificate issued under Shops and Establishment Act.
(ii)	The bidder must have minimum turnover of Rs.25 Lakh (Twenty Five Lakh Rupees) per annum in each of the financial years – FY 2021-22, FY 2022-23 & FY 2023-24, as evidenced by the audited accounts of the bidder.	Sel-attested copies of below documents for FY 2021-22, FY 2022-23 & FY 2023-24: (a) Audited balance sheet (b) Profit & Loss Account, (if the bidder is registered under Companies Act or Partnership Act or Shops & Establishment Act), OR (c) Income & Expenditure Account (if the bidder is registered under Societies Registration Act or Indian Trust Act)
(iii)	The bidder must provide self attested scanned copies for (i) PAN Card, (ii) GST Registration Certificate, and (iii) Income Tax Returns of assessment years – AY 2022-23, AY 2023-24 & AY 2024-25)	Self-attested copies of 1) PAN Card 2) GST Registration Certificate 3) Copy of Income Tax Return filed and submitted by the bidder for assessment years – AY 2022-23, AY 2023-24 & AY 2024-25.

S.No	Eligibility criteria for Bidders	Mandatory Documents
(iv)	The bidders/agency's should have experience for providing vehicles, as per the type of vehicles mentioned in this tender document, during each year in the last three years (FY 2021-22, FY 2022-23 and FY 2023-24) for a minimum period of three continuous months every year to Central or State Government/Semi-Government/ Public Sector Units (PSU)/Government agency.	Self-attested copy of the work order(s) and experience certificates, from Central or State Government/Semi-Government/Public Sector Units (PSU)/Government agency.
(v)	The bidder/agency should have atleast 2 vehicles of any make/model for the Type-A /Type-B/Type-C/Type-D category vehicle(s), registered in the name of the bidder/agency.	Self-attested copy of the Registration Certificate (RC), Insurance, and Road Tax (Commercial) for each of the vehicles registered in the name of the bidder/agency.
(vi)	The bidder must not be (i) Blacklisted / banned / convicted by any court of law for any criminal or civil offences/ declared ineligible by any entity of any State Government or Govt. of India or any local Self-Government body or public sector undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason, as on date of submission (upload) of online bidding document. (ii) The bidder shall declare all ongoing litigations, it is involved in with any Government Agency/State/central department/PSU.	Affidavit sworn before Public Notary/Executive Magistrate as per "Appendix C".

3. The Technical proposals of all bidders which meet the above eligibility criteria, and basic requirements (i.e. timely submission, EMD/bid security, sealing of application etc.), will move to the next stage of Financial Bid evaluation.
4. To facilitate evaluation of bids, the BSSS may, at its sole discretion, seek clarifications in writing from any bidder regarding its bid submitted. Such clarification(s) shall be provided within the time specified by the BSSS for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
5. If any bidder does not provide clarifications sought within the prescribed time, the Bihar Swasthya Suraksha Samiti (BSSS) may proceed to evaluate the bid by construing the particulars requiring clarification to the best of its understanding, and the bidder shall be barred from subsequently questioning such interpretation of the BSSS.

TERMS AND CONDITIONS

1. Use of contract documents and information

- 1.1 The Service Provider shall not, without the BSSS's prior written consent, disclose the contract or any provision thereof or any information furnished by or on behalf of the BSSS in connection therewith, to any person other than the person(s) employed by the Service Provider in the performance of the contract emanating from this Tender Document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 1.2 Further, the Service Provider shall not, without the BSSS's prior written consent, make use of any document or information mentioned in sub-clause 1.1 above except for the sole purpose of performing this contract.
- 1.3 Except the contract issued to the Service Provider, each and every other document mentioned in sub-clause 1.1 above shall remain the property of the Bihar Swasthya Suraksha Samiti (BSSS) and, if advised by the BSSS, all copies of all such documents shall be returned to the BSSS on completion of the Service Provider's performance and obligations under this contract.

2. Intellectual Property Rights

The Service Provider shall, at all times, indemnify and keep indemnified the BSSS, free of cost, against all claims which may arise in respect of goods & services to be provided by the Service Provider under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the BSSS, and the BSSS shall notify the Service Provider of the same and the Service Provider shall, at his own expenses take care of the same for settlement without any liability to the BSSS.

3. Insurance

- 3.1 The bidder/agency shall be responsible for insuring all the vehicles, manpower, third party insurance, etc. for accident, theft, damage, burglary etc, and also for renewal of the insurance cover during the period of the contract.
- 3.2 The BSSS shall not be responsible for damages of any kind or for any mishap/injury/accident caused to any personnel/property of the bidder while performing duty in the BSSS's All liabilities, legal or monetary, arising in that eventuality shall be borne by firm/ agency.

4. Project Duration

- 4.1 The Project will be awarded for a period of 2 year from the date of agreement and may be extended further for one more year based on the requirement and satisfactory performance of work done by the agency and any other conditions mutually agreed by the service provider and Bihar Swasthya Suraksha Samiti (BSSS). Any extension shall not be the right of the agency.
- 4.2 The Service Provider will be obliged to provide the services in accordance with the provisions of the Contract Agreement and terms and conditions therein, failing which the service provider will be liable for consequential action in terms of the contract.

5. Payments

- 5.1 The prices quoted by the agency/bidder shall include all applicable taxes and duties, **excluding Goods & Services Tax(GST)**. If applicable, GST will be paid by the Bihar Swasthya Suraksha Samiti (BSSS), as per the prevailing rates.

- 5.2 The Bihar Swasthya Suraksha Samiti (BSSS), Government of Bihar (GoB) will pay the agency on monthly basis, against the invoices (*as prescribed under GST Act 2017*) raised by the agency, as per the rates quoted in the tender for each of the vehicles and the requirement type (local/outstation travel & daily/monthly use).
- 5.3 The service provider will raise its invoices (*as prescribed under GST Act 2017*) on completion of services during the month and the invoices must be submitted to Bihar Swasthya Suraksha Samiti (BSSS), till 7th day of the next month, along-with supporting documents (*Duty slip(s), Logbook(s), Toll payment, Last month GST Return & Challan etc.*). The payment will be subject to TDS under Income Tax Act/Rules/GST Act/Rules (if applicable) and other statutory deductions as per applicable laws. (Applicable only for vehicle hired on Monthly basis).
- 5.4 The payment shall be released after necessary verifications and deducting penalties (if any) upon submission of Invoice as prescribed under GST Act 2017.
- 5.5 The payments will be made through Public Financial Management System (PFMS) or any other mode as directed by BSSS to agency.
- 5.6 Price Escalation of 5% shall be given on the contracted fixed price for monthly usage of vehicles upto 1500 km and The minimum assured distance for local booking/travel, shall be 75 kms per day(12 hours) and outstation booking/travel, shall be 200 kms per day for on call booking of vehicles, after completion of one year of the contract. This price escalation shall not be applicable for per kilometer/hour charges for extra usage (above 1500km) for monthly booking, (above 75km and 12hours) for local on call booking and (above 200kms per day) for outstation on call booking.

6. Performance Review, Incentives & Penalty provisions.

- 6.1 Agency performance would be evaluated based upon identified Key Performance Indicators (KPIs) listed below. The parameters will be used to assess the performance of the Service Provider and penalty will be applied as and when required, upon commissioning of the services.
- 6.2 Besides other consequential action, the penalties would be imposed for each occurrences as per details mentioned in the sub- identified Key Performance Indicators (KPIs) listed below.

Sl. No.	Parameters	Penalty	Source
1.	Vehicle found with damaged Milometer	Rs. 1,000 per instance, along with replacement of the vehicle	• Remarks by the traveller/ user/ BSSS's authorised person on logbook
2.	Failure in providing vehicles on standard or scheduled time	Rs.100 per hour of delay	• Remarks by the traveller/ user/ BSSS's authorised person on logbook.
3.	Failure in providing replacement vehicle within 24 hours	Rs.1000 per instance along with cost of hiring paid by BSSS from other sources.	• Copy of mail where agency was informed by BSSS
4.	Misbehaviour of the driver	Rs.500 for 1st instance, 2nd instance - replacement of the concerned driver	• Copy of mail where agency was informed by BSSS
5.	Condition of vehicle not up to mark.	Rs.1,000 per day	• Remarks by the traveller/ user/ BSSS's authorised person on logbook.
6.	If adequate fuel is not provided by Agency.	Rs.1,000 per day	• Remarks by the traveller/ user/ BSSS's authorised person on logbook.

6.3 The above service level indicators are minimum and it is obligatory for service provider to provide efficient service delivery to all the stakeholders as per the good industry practices / applicable statutory guidelines.

7. Signing of the contract

The contract agreement between Bihar Swasthya Suraksha Samiti (BSSS) and the selected agency/bidder should be executed within 21 days of the issue of the Letter of Intent (LoI). The selected agency/bidder will have to submit the Performance Security(PS), as applicable before signing of the agreement. Non-fulfilment of this condition, will result in cancellation of the award and forfeiture of the EMD with consequential action if so desire. The stamp duty & registration charges, if any, on the contract agreement levied by the Govt. (Central or State), or any other statutory body, shall be paid by the bidder/agency as applicable.

8. Sub Contracts

Sub-letting/Sub-contracting of the contract would not be allowed under any circumstances and contract may be terminated in case the service provider sublets or sub-contracts its liabilities/ responsibilities/ obligation to other without consent. Penal action shall also be taken against the service provider.

9. Modification to Contract

The contract when executed by the parties shall constitute the entire contract between the parties in connection with the jobs / services and shall be binding upon the parties. Modification, if any, to the contract shall be in writing and with the consent of the parties.

10. Performance Security

10.1 The successful bidder shall have to furnish a performance security (5 % of the total value of the contract) in the shape of a Bank Guarantee issued by a scheduled Bank in favour of Bihar Swasthya Suraksha Samiti (BSSS). The Bank guarantee shall be as per proforma at "Appendix:- B" and remain valid for a period, which is six months beyond the date of expiry of the contract. The performance security should be submitted before signing the agreement

10.2 If the firm / contractor violate any of the terms and conditions of contract, the Performance Security shall be liable for forfeiture, wholly or partly, as decided by the BSSS and the contract may also be cancelled.

10.3 The BSSS will release the Performance Security without any interest to the firm / contractor on successful completion of contractual obligations.

11. Tax Deduction at Source

Tax deduction at source shall be made at the prescribed rates from the bidder's bills.

12. Termination of Contract

12.1 Any bidder found to be involved in fraudulent practices (misrepresentation or omission of facts or suppression/hiding of facts or disclosure of incomplete facts), in order to secure eligibility to the bidding process during the submission of bid or after release of Letter of Intent(LoI) or agreement formalization, shall be liable for punitive action amounting to blacklisting of the bidder, including the forfeiture of concerned EMD (Bid Security) and/or Performance Security also.

12.2 The BSSS, without prejudice to any other contractual rights and remedies available to it, shall by written notice of default sent to the Service Provider, terminate the contract in whole or in part, if the Service Provider fails to perform services as specified in the present contract read with the terms of the contract agreement or any other contractual obligations within the time period

specified in the contract and the firm may be blacklisted, consequently the performance security may be forfeited

- 12.3 In the event the BSSS terminates the contract in whole or in part, the BSSS may carry out risk purchase of services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the Service Provider shall be liable to the BSSS for the extra expenditure, if any, incurred by the BSSS for arranging such services.

13. Termination for Insolvency

If the Service Provider becomes bankrupt or otherwise insolvent, it will inform to the BSSS with the 30 days written notice to terminate the contract. The BSSS reserves the right to terminate, without any compensation, whatsoever, to the Service Provider, and BSSS may forfeit the performance security.

14. Termination by Mutual Consent

In the event the BSSS & Service Provider mutually agrees reasonably to terminate the contract, either party shall give 30 days written notice to the other party and after the consent of both parties agreement may be terminated without any Legal or Financial Obligation on any Party to the contract.

15. Force Majeure

- 15.1 Notwithstanding the provisions contained in **clauses 13 and 14** the Service Provider shall not be liable for imposition of any such sanction so long the delay and/or failure of the Service Provider in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 15.2 For purposes of this clause, Force Majeure means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include and will not be limited to wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- 15.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the BSSS in writing of such conditions and the cause thereof within 7 days of occurrence of such event. Unless otherwise directed by the BSSS in writing, the Agency shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 15.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding thirty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 15.5 In case due to a Force Majeure event the BSSS is unable to fulfil its contractual commitment and responsibility, the BSSS will notify the Service Provider accordingly and subsequent actions taken on similar lines described in above sub-paragraphs

16. Notices

Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by e-mail or facsimile or post. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

17. Resolution of disputes

- 17.1 Any dispute or difference or claim arising out of or in relation to this Agreement, will be settled by reaching a mutual understanding between the parties.
- 17.2 If any further dispute arises between the parties thereupon, the same will be settled as per the extant law of land through the competent court of law under the territorial jurisdiction of district of Patna only.

18. Applicable Law

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

**Administrative Officer (AO)
Bihar Swasthya Suraksha Samiti**

SECTION-VII

APPENDIX-A:

AUTHORIZATION LETTER FOR SIGNING OF PROPOSAL

(On Non – judicial stamp paper of Rs.1000/- attested by notary public)

POWER OF ATTORNEY

Know all men by these present, we _____ (*name and address of the registered office of the Single Entity*) do hereby constitute, appoint and authorize Mr. / Ms. _____ R/o _____ (*name and address of residence*) who is presently employed with us and holding the position of _____ as our authorized representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the firm/ organization, _____ for “**Selection of agency for hiring of vehicles**” (the “**Project**”), including signing and submission of all documents and providing information / responses to Bihar Swasthya Suraksha Samiti (BSSS), representing us in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this the day of 2025.

For
(Name, Designation and address)

Accepted
..... (Signature)
(Name , title and address of the Attorney)

Date:

Note:

- (i) The mode of execution of the Power of Attorney (PoA) should be in accordance with the procedure , if any, laid down, by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- (ii) In case, an authorized director of the bidder/agency signs the bid, a certified copy of the appropriate resolution/document conveying such authority may be enclosed in lieu of the Power of Attorney(PoA).

PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.:

Date:

To

The Administrative Officer (AO),
Bihar Swasthya Suraksha Samiti (BSSS),
Secretariat Extension Building, Block-3
Second Floor, Old Secretariat, Patna- 800015

Dear Sir,

WHEREAS.....(Name and address of the Service Provider) (Hereinafter called "the Service provider" has undertaken, in pursuance of LoI vide Memo No..... dated (Herein after "the contract") for selection of agency for hiring of vehicles,

AND WHEREAS it has been stipulated in the said contract that the service provider shall furnish a Bank Guarantee (" the Guarantee") from a scheduled bank for the project/ performance of the "for selection of agency for hiring of vehicles", as per the contract. WHEREAS we (" the bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give the Bihar Swasthya Suraksha Samiti (BSSS) the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

1. The Bank hereby irrevocably and unconditionally guarantees the payment of Rs.(as applicable), to the Bihar Swasthya Suraksha Samiti (BSSS), under the terms of the contract, on account of full or partial non-performance /non-implementation and/or delayed or defective performance/implementation. Provided, however, that the maximum liability of the Bank towards BSSS, under this Guarantee shall not, under any circumstances, exceed the aggregate.
2. In pursuance of the Guarantee, the Bank shall, immediately upon the receipt of a written notice from BSSS, stating full or partial non-implementation and/or delayed and/or defective implementation, which shall not be called in question, in that behalf and without delay/demur or set off, pay to BSSS any and all sums demanded by BSSS under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from BSSS to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address: Attention Mr.....(Mention the official address of the bank).
3. The Guarantee shall come into effect immediately upon execution and shall remain in force for a period of **30 months** from the date of execution of the contract.
4. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged or otherwise affected by:
 - a. Any change or amendment to the terms and conditions of the contract or the execution of any further contracts/Agreements
 - b. Any breach or non-compliance by the bidder with any of the terms and conditions of any contracts/credit arrangement, present or future, between the bidder and the bank.
5. The Bank also agrees that the BSSS at its option, shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against agency and not withstanding any security or other guarantee that BSSS may have in relation to the bidder's liabilities.
6. The Bank shall not be released of its obligations under these presents by reasons of any act of omission or commission on the part of the BSSS or any other indulgence shown by BSSS or by any

other matter or thing whatsoever which under law would, but for this provision, have the affect of relieving the Bank.

7. This guarantee shall be governed by the laws of India and only the courts of Patna, shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.

Date this the Day of 2025.

Witness 1:

Name :

(Signature)

Witness 2:

Name :

(Signature)

DECLARATION BY BIDDER

Format for Affidavit certifying that Entity/Promoter(s) / Director(s)/Members of Entity are not Blacklisted (On a Stamp Paper of INR 100/-)

Affidavit

I, M/s....., (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter(s) / director(s) are not blacklisted/barred/convicted by any court of law for any criminal or civil offences/declared ineligible by Bihar Swasthya Suraksha Samiti (BSSS) or any other entity of GoB or any entity of state government or Govt. of India, or any local self-government body or public undertaking in India for participating in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reasons, as on date of submission of online bidding document.

And that we are hereby, declaring all ongoing litigations where our promoter(s)/director(s) are involved in with any government agency/state/central department/PSU, and as mentioned below:

- 1.
- 2.
- 3.
- 4.

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 at any stage of the Bidding Process or thereafter during the contract period and the amounts paid till date shall stand forfeited without further intimation.

Dated this..... Day of....., 2025

Name of the Bidder/agency.....

Signature of the Authorized Person:.....

Name of the Authorized Person:.....

Designation of the Authorized Person:.....

APPENDIX D: INSTRUCTIONS FOR THE FINANCIAL BID

- 1 An indicative format of the financial bid (available on <https://eproc2.bihar.gov.in>) is given below for submitting the quotes for providing vehicles to Bihar Swasthya Suraksha Samiti (BSSS), in accordance with the terms of the tender document and thereby the contract agreement:

Name of model/make	Type of Requirement (Rs.)					
	Monthly Booking		On Call Booking (Local)		On Call Booking (Outstation)	
Vehicle Type	Fixed Cost for Monthly Usage Up to 1500 kms	Per Km charges for Extra usage (Above 1500 Kms)	Fixed Cost for Usage Up to 75 kms for 12 hours	Per Km charges for Extra usage (Above 75 Kms)	Fixed Cost for Usage Up to 200 kms per day	Per Km charges for Extra usage (Above 200 Kms per day)
Type A Innova Crysta / Any other similar vehicle						
Type B Tata Safari Storme New Model /Scorpio N/ XUV 700 Any other similar vehicle						
Type C Maruti Ertiga/Toyota Rumion/Kia Carens/ Any other similar Vehicle						
Type D Maruti Dzire/Honda Amaze/Tata Tiago/Any other similar vehicle						

** The bidder/agency will be paid Rs.200/- per day as night halt charges for drivers during outstation booking of vehicle.*

- 2 The prices quoted shall be firm and inclusive of all the factors which includes but not limited to the salaries of the manpower, ESIC/EPF (Employer & Employee contribution), fuel, vehicle repair & maintenance, registration, insurance and all kind of state and national rate, taxes & duties applicable on

bidder related to running & maintenance of vehicle(s) on hire etc. and no other charges will be payable to bidder/agency by BSSS excluding Goods & Services Tax(GST). This shall be quoted in the online mode only. GST if applicable, will be paid by Bihar Swasthya Suraksha Samiti (BSSS) or the authorities decided by BSSS, as per the prevailing rates/rules. Also, there shall be no change in the price in respect to change in the cost of fuel, labour, parts of vehicles including tyres etc., repair and maintenance, insurance, registration fee, rates, taxes & duties etc.