

बिहार स्वास्थ्य सुरक्षा समिति

राज्य स्वास्थ्य अभिकरण



BIHAR SWASTHYA SURAKSHA SAMITI

State Health Agency

**TENDER NOTICE FOR SELECTION
OF AGENCY(S) TO
HIRE VEHICLES ON DAILY AND MONTHLY
BASIS.**

Bihar Swasthya Suraksha Samiti (BSSS), Secretariat Extension Building, Block-3
Second floor, Old Secretariat, Patna Bihar 800015

e-Procurement Mode Only
[http:// www.eproc.bihar.gov.in/ BELTRON](http://www.eproc.bihar.gov.in/BELTRON)

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SECTION 1: NOTICE INVITING TENDERS (NIT)

1. The Bihar Swasthya Suraksha Samiti (BSSS), Patna intends to select agency(s) for hiring of vehicles for local & outstation travel on daily and monthly rental basis, as per the specifications mentioned in the tender document.

2. Schedule of Events:

S.No.	Event Description	Timeline
2.1	Date & time of downloading the Tender document.	Till 05/09/2022 up to 05:00 PM, from the e-Procurement Portal (https://www.eproc.bihar.gov.in/BELTRON).
2.2	Last date & time for submission (upload) of online bidding document.	06/09/2022 till 05:00 PM, on the e-Procurement Portal (https://www.eproc.bihar.gov.in/BELTRON)
2.3	Last date & time for submission of EMD(Proof).	08/09/2022 by 05:00 PM, to "The Chief Executive Officer, Bihar Swasthya Suraksha Samiti, Secretariat Extension Building, Block-3 Second floor, Old Secretariat Patna Bihar 800015"
2.4	Time, Date of opening of Technical Bid	09/09/2022 at 11:00 AM on the e-Procurement Portal (https://www.eproc.bihar.gov.in/BELTRON)
2.5	Time, Date of opening of Financial Bid	To be announced later on the e-Procurement Portal (https://www.eproc.bihar.gov.in/BELTRON)
2.6	Pre-bid meeting (Date & time)	24/8/2022 at 11:00 AM
2.7	Pre- bid meeting venue	Conference Hall, Bihar Swasthya Suraksha Samiti, Secretariat Extension Building, Block-3, 2 nd Floor, Old Secretariat
2.8	Contact person for any inquiry and information	Procurement Manager, BSSS, Mobile No. 9264471413

Note –

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

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

- Tenderer may also download the tender documents (a complete set of document is available on website) from e-Procurement Portal (<https://www.eproc.bihar.gov.in/BELTRON>) and submit its tender by using the downloaded document.
- 'Tender Processing Fee (TPF)' amount for the sum of Rs. 1,180/- (One thousand one hundred and eighty rupees only) is to be paid by the agency through e-Payment mode (i.e., NEFT-RTGS, Internet Banking, Credit/ Debit Card) only, to the agency empaneled by Government of Bihar for centralized e-Procurement.
- The tenderer must deposit Earnest Money Deposit (EMD) of **(Rs.72,000/- (Rupees Seventy two thousand Only))** through e-payment mode (i.e. NEFT/ RTGS/ Internet Banking) to the bank account of Bihar Swasthya Suraksha Samiti (BSSS).
- The bank account details of BSSS for transfer of EMD mentioned in Clause 5 (above) are as:

S.No	Particular	Details
1	Name of Bank Account	CEO Bihar Swasthya Suraksha Samiti
2	Account Number	1967101015230
3	IFSC Code	CNRB0001967
4	Name of Bank	Canara Bank
5	Branch Address	Boring Road, Patna-800001

- The technical and financial bids must be submitted through e-Procurement Portal (<https://www.eproc.bihar.gov.in/BELTRON>) on or before the specified date and time as per **Clause 2** (Date of events and bid submission) aforesaid. 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."

8. The bidders shall submit their tender document in the online standard formats given in e-Procurement Portal (<https://www.eproc.bihar.gov.in/BELTRON>) at the respective stage(s) only.
9. The Technical Bid should include all the items as mentioned in **Annexure H**:
 - Proposal Covering letter as per **Annexure A**
 - Self-attested copy of the Certificate of Incorporation issued by the Registrar of Companies or appropriate authorities as applicable.
 - Self-attested copies of PAN card, GST, ESI & EPF registration certificate, along with income tax returns as mentioned in the tender document.
 - Self-attested copies of audited financial statements.
 - Self-attested copies of the Income Tax Returns (ITR) acknowledgement for three financial years (FY) i.e., 2018-19, 2019-20, 2020-21
 - Authorization Letter for signing of proposal in favor of signatory to tender documents as per **Annexure B**.
 - Affidavit from Notary / Executive magistrate about non-blacklisting of the agency/bidder as per **Annexure C**.
 - Copy of work order(s) and experience certificate(s) from the contracting agency(s) (Government/Semi-Government/Public Sector Units (PSU)). The certificate should clearly mention the nature of work.
 - Checklist as per **Annexure H**.
 - Particulars of bidding organization as per **Annexure D**.
 - Online payment receipt of EMD along with Bank details as per **Annexure H**.
 - Any other document, as mentioned in the eligibility criteria.
10. 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.eproc.bihar.gov.in/BELTRON>).
11. The Bidding documents shall be submitted in the mode as mentioned below:

(1) Earnest Money Deposit (EMD)	Online Mode <i>Note: EMD should not have been issued on a date later than the last date for submission of online bidding document i.e 06/09/2022</i>
(2) Technical Bid	Online (Cover-Technical Stage)
(3) Financial Bid	Online (Cover-Cost Bid Stage)

12. The bids must be uploaded (e-mode/online) at the e-Procurement portal (<https://www.eproc.bihar.gov.in/BELTRON>).
13. All prospective tenderers may attend the Pre bid meeting. The venue, date and time are indicated in **Clause 2-Section 1 "Schedule of Events"**.
14. In the event of any of the above-mentioned dates being declared as a holiday/closed day for the Bihar Swasthya Suraksha Samiti (BSSS) the tenders will be received/opened on the next working day at the scheduled time.
15. BSSS reserves the right to accept or reject any or all tender or change the terms and condition of NIT or cancel the NIT without assigning any reasons at any stage and time.
16. For further enquiry and information, please contact the following officer, during office hours 10:00 AM to 6:00 PM- **Procurement Manager, BSSS, Mob.: 9264471413**.
17. All further notifications/Corrigendum/Addendum if any shall be posted on e-Procurement Portal (<https://www.eproc.bihar.gov.in/BELTRON>). No separate communication shall be made to individual bidders.

Disclaimer: Please note, in the "Estimated value box" on the e-Procurement Portal (<https://www.eproc.bihar.gov.in/BELTRON>), "Zero" has been mentioned, by Bihar Swasthya Suraksha Samiti (BSSS). The

actual value of the assignment depends on the L1 rate decided by this tender; therefore, 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.

18. Authorized representatives of the bidders, who have submitted tenders on time may attend the tender opening provided they bring with them letters of authority from the bidders.
19. The "Technical Bid" shall be opened at the prescribed time and date as indicated in Notice Inviting Tender (NIT). These Bids shall be scrutinized and evaluated by the designated committee with reference to parameters prescribed in the tender.
20. The financial bid(s) 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, whose technical bids are found technically responsive. The bidder's representative may be present at the time of opening of price bid at the pre- appointed time, date and venue.
21. Each page of document should be signed by the supplier himself/ themselves or his/ their authorized agent on his/ their behalf. In case the agent signs the document, the authority letter in his favor must be enclosed with the quotation as per **Annexure B**.
22. The price offered by the bidder/agency shall be valid for the entire contract/ extended period.
23. The rates quoted by the bidder/firm shall remain firm and will not be subject to escalation of any description during the execution of contract/Extended period. The rate/s offered by the bidder/agency shall be exclusive of Goods & services Taxes (GST) (Central & State). The rate/s offered by agency/bidder shall be inclusive of all manpower, fuel, SIC/ PF Employer & Employee Contribution, vehicle repair & maintenance, registration, insurance and state and national rate, taxes and duties and no other charges will be payable to bidder/agency by BSSS. There will be no change in the price in respect to change in the cost of fuel, labor, parts of vehicles including tyres etc., repair and maintenance, insurance, rate, taxes and duties etc. while the rate contract is under execution.
24. The bidder/agency shall provide the vehicles required by BSSS as per instructions.
25. The agency submitting its bid would be deemed to have considered and accepted all the terms and conditions. No enquiries, verbal or written shall be entertained in respect of acceptance or rejection of the bids.
26. Notwithstanding, anything contained in **Clause-2 "Schedule of Events"** of the Notice Inviting Tender (NIT), the BSSS reserves the right to cancel/reject full or any part of the tender, without assigning any reason.
27. Any action on the part of the bidder to influence anybody of BSSS will make his bid liable for rejection.
28. BSSS may, in writing, make any revision or change in the order, including additions or deletions from the quantities mentioned in the tender document that shall be communicated by BSSS.
29. BSSS reserves further the right to cancel the rate contract in whole or any part thereof and shall benefit ed to revise the rate contract wholly or in part by a written notice to the selected agency bidder, if:
 - (a) The agency fails to comply with the terms of the order including specifications and other requirements.
 - (b) The agency fails to provide the vehicles on time.
30. Upon receipt of the said cancellation notice, the agency shall not provide any services connected with therate agreed in contract.
31. The vehicles provided by the successful bidder shall be strictly in accordance with specifications stated, any alterations of those conditions shall not be made without consent of BSSS in writing. Any unauthorized deviation from the quality of the vehicles as well as scope of works under the contract shall not be permitted and if so, the concerned agency/bidder, shall be liable to be penalized accordingly.
32. The BSSS will place the orders for rate contracted vehicles based on the requirement of the Office.


Administrative Officer
Bihar Swasthya Suraksha Samiti

SECTION 2: 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 bidders/agencies are required to get themselves registered with Bihar Government Centralized e-Procurement Portal, i.e., <https://www.eproc.bihar.gov.in/BELTRON>, shall contact the helpdesk at the following address, "e-Procurement HELP DESK, 1st Floor, M/22, Bank of India Building, Road No. 25, Shree Krishna Nagar, Patna-800001, Phone No. 0612 – 2523006, Mob. No 7542028164 (Timings: Every Day from 08:00 AM to 08:00 PM) or may visit the link "Vendor Info" at <https://www.eproc.bihar.gov.in/BELTRON> and also inform this to BSSS. The prospective bidder is required to click on the link for e-Tendering site as given on the BSSS web portal.

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 NIT & Tender Documents electronically from computer once he logs on to the eProcurement Portal <https://www.eproc.bihar.gov.in/BELTRON> 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.eproc.bihar.gov.in/BELTRON> 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 2** 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 Bihar Swasthya Suraksha Samiti (BSSS), the bidder should read and examine all the terms & conditions, instructions, checklist etc. contained in the tender documents. 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 must quote for hiring of all the vehicles as mentioned in **Annexure F**. If any bidder fails to quote rate for even one vehicle in the **Annexure F**, their bid shall be treated as non-responsive and summarily rejected.

1.2.7 The rate/s quoted by the bidder/agency shall remain firm and will not be subject to escalation of any description during the execution of the contract. The rate/s offered by the bidder/agency shall be exclusive of Goods & Service Tax (GST) (Central and State). The rate/s offered by agency/bidder shall be inclusive of all manpower, ESIC/PF 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 on hire and no other charges will be payable to bidder/agency by BSSS. There will 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. This shall be quoted in the format as per mentioned in **Annexure F**.

2. 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 is responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

3. The tender submitted by the bidder and documents relating to the tender shall be written in the English language. However, the language in any printed document furnished by the bidder in connection with its

tender may be written in any other language provided the same is accompanied by self-attested 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. At any time prior to the deadline for submission of tenders, the Bihar Swasthya Suraksha Samiti (BSSS) may, for any reason deemed fit by it, modify the Tender Documents by issuing suitable amendment(s) to it.
5. Such an amendment will be notified on eProcurement Portal <https://www.eproc.bihar.gov.in/BELTRON> and the same shall be binding to all prospective Bidders. No separate communication shall be made to any individual bidder.
6. Any bidder who has downloaded the tender document should watch for amendment or clarifications, if any, issued on the above website. The Bihar Swasthya Suraksha Samiti (BSSS) will not issue separate communication to them and shall not be responsible in any manner if prospective Bidders miss any notifications placed on above mentioned website.
7. The tenderer must transfer Earnest Money Deposit (EMD) of **(Rs.72000/- (Rupees Seventy two Thousand Only))** through e-payment mode (i.e. NEFT/ RTGS/ Internet Banking) to the bank account of Bihar Swasthya Suraksha Samiti (BSSS). It may be noted that no bidder is exempt from deposit of EMD. Tenders submitted without EMD shall be summarily rejected.
8. The EMD of unsuccessful bidder will be returned to them without any interest, after final conclusion of the tender. The EMD of the successful bidder will be returned without any interest, after receipt of Performance Security (PS) as per the terms of contract.
9. In order to provide response to any doubt regarding terms and conditions, scope of services and conditions of contract etc. given in the tender document, a pre-bid meeting has been scheduled to be held in the office of BSSS as per details given hereunder:

Date & Time **24/8/2022 at 11:00 AM**

Venue: Conference Hall,
Bihar Swasthya Suraksha Samiti (BSSS), Secretariat Extension Building, Block-3 Second floor,
Old Secretariat, Patna, Bihar 800015

12. During the pre-bid meeting, the clarification sought by representative of prospective bidders shall be responded appropriately. However, they shall be asked to submit their written request by close of office next day. The BSSS shall upload written response on the eProcurement Portal <https://www.eproc.bihar.gov.in/BELTRON> to such requests for clarifications, without identifying its source.

SECTION 3: ELIGIBILITY CRITERIA

S. No.	Eligibility Criteria for Individual Firms	Supporting Document
1	The Bidder should be Registered Company under Companies act 1956/2013/Partnership Firm/Proprietorship Firm and should have been in operation for a period of at least 3 years as on 31st March, 2022. Consortium is not allowed.	<p>a) For Company- Copy of the Certificate of Incorporation issued by the Registrar of Companies (RoC) under Companies Act 1956/2013.</p> <p>b) For Partnership Firm- Registration Certificate issued by registrar of firm under partnership act 1932</p> <p>c) For Proprietorship firm- Certificate issued under Shop & Establishment Act.</p>
2	The Bidder must have an average annual turnover of Rs. 50 lakhs in the last three financial year 2018-19,2019-20 & 2020-21 as evidenced by the audited accounts of the agency.	Self attested copy of audited financial statement of financial year 2018-19,2019-20 & 2020-21 .
3	The bidder should have at least two vehicles of any of the make/model for Type A; one vehicle for type B, four Vehicles for type C and two vehicles for Type D, registered in the name of the bidder/agency. For the make/model of vehicles listed under each Type, refer the financial bid in Annexure F .	Notarized copy of the Registration Certificate (RC), Pollution Under Control (PUC), Insurance, Road & commercial Tax, State or National travel permit fitness certificate.
4	The bidder should have experience of providing vehicles, as per the specifications mentioned in this tender document, during each year in the last three years for a minimum period of three months every year to Central or State Government/ Semi-Government/ Public Sector Units (PSU)/ Government agency.	Copy of work order and experience certificate from the contracting agency (Central or state Government /Semi-Government/Public Sector Units (PSU). The certificate should clearly mention the nature of work.
5	Bidder will provide self-attested copies of agency/firm <ul style="list-style-type: none"> • PAN card of the agency • Income tax return (ITR) of last three financial years (FY 2018-19,2019-20 & 2020-21) • GST Registration Certificate • ESI & EPF registration certificate 	Self-attested copies of: <ul style="list-style-type: none"> • PAN card • Copy of Income Tax Return (ITR) filled by bidder in three financial years (FY 2018- 19,2019-20 & 2020-21). • Copy of GST Registration Certificate • EPF & ESI registration certificates.
6	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	Affidavit sworn before Public Notary/Executive Magistrate as per Annexure C .

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Government body or public undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason during the last 3 years from the last date of submission of bids, and

(ii) No criminal/vigilance case related to cheating, forgery, criminal breach of trust, theft and prevention of Corruption Act is pending in any court of law against the bidder.

(iii) The bidder shall declare all ongoing litigations it is involved in with any government agency/state/ central department/ PSU.

(a) The bidder shall declare all ongoing litigations it is involved in with any government agency/state/central department/PSU.

(b) The Technical proposals of all bidders which meet the above eligibility criteria, and basic requirements (i.e. timely submission, bid security etc.), will move to the next stage of Financial Bid evaluation.

(c) 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 hiring per vehicle for monthly booking (excluding GST) as per Least Cost Selection (LCS), will be the selected bidder(s)/agency(s) for the supply of the particular vehicle and requirement type (local/outstation travel & daily / monthly use), under the "Tender Notice for selection of agency(s) for hiring of vehicles". The selected agency(s) or bidder(s) will need to sign a contract with BSSS.

(d) The rates quoted must be in figures as well as in words. It is made clear that L1 shall be declared on the basis of rates quoted for each item. However, any agency who is L1, on the basis of monthly booking, can be given work for local and outstation booking at the L1 rate decided through this tender. 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.

(e) For monthly booking, L1 will be decided only on the basis of the rate quoted against monthly booking. Per km charge for extra kilometer will not be considered for deciding L1 agency. However, the selected L1 agency for monthly booking, will be entitled to get payment for extra kilometer based on lowest rate decided through this tendering process, irrespective of the rate quoted by the L1 agency.

(f) The selected agency(s) or bidder(s) will need to sign a contract/agreement floated from NIT, with the Bihar Swasthya Suraksha Samiti (BSSS) within 21 days from the day of issue of the Letter of Award (LoA).

(g) In case, the L1 bidder denies/fails to honor the contract/Letter of Award (LoA), the 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 bidder will be forfeited.

(h) Also, in case L1 fails to provide vehicles within timeframe as specified by the BSSS, the BSSS shall keep 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).

SECTION 4: SCOPE OF WORK (SoW)

1. The agency shall provide type of vehicles(s) given in the financial bid, as per the type requirement (local/ Outstation & daily/ monthly) stated by BSSS.
2. The vehicle provided by the bidder/agency should
 - i. Have commercial license issued from competent authority.
 - ii. Ensure fire safety by keeping fire extinguisher, one hammer and a pair of scissors in the vehicles all the time.
 - iii. Have commercial Taxi Cab Registration Numbers
 - iv. Be in good working condition, preferably beyond 2019
 - v. Be fully functional air-conditioning
 - vi. Have state and national permit as applicable
 - vii. Be in good working condition without any scratches/dents/noise etc.
 - viii. Have clean seat covers
 - ix. Be insured (3rd party insurance cover) and continue to be insured during the period of the contract.
 - x. Registered in the name of the agency/bidder, and not in the name of the management or employee of the agency/bidder
 - xi. Have sealed Milo meter.
3. The driver (s) provided by the agency should:
 - i. Be of good health and preferably between 21-55 years' old.
 - ii. Possess valid driving license for Light Motor Vehicle (LMV)
 - iii. Wear clean uniforms or the uniforms prescribed by BSSS if any.
 - 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 BSSS.
5. The BSSS will take minimum of following vehicles on monthly basis:

Types of Vehicles (AC)	Name of Vehicles	Minimum no. of vehicles (N)
Type -A	Innova Crysta , Tata Safari XZA plus AT or equivalent.	2
Type-B	Tata Safari Storme or equivalent.	1
Type-C	Mahindra Scorpio or equivalent.	4
Type-D	Tata Tiago/Maruti Suzuki Swift Dzire or equivalent.	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. No. 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 commercial & road taxes 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 license, 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 of 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, such cut mark(s) or overwriting shall not be accepted by BSSS.
14. The Agency will ensure timely salary payment of these drivers of the vehicles provided by the bidder/agency and opening of ESI and EPF account for each driver and timely deposit of applicable ESI and EPF (*Employer's contribution and employees contribution*) and failure to comply the ESIC and PF Law and any Kind of Interest penalty imposed on BSSS under ESIC and PF law will be recovered from the agency or performance guarantee will be forfeited.
15. The agency will have to submit evidence of payment of salary to drivers, in their bank account through Direct Benefit Transfer (DBT) on monthly basis, to the BSSS, and after compliance of this only, payment for subsequent month will be disbursed to the agency. It has to be ensured by the agency, that payment of salary/ wages to driver(s) is as per the norms, explained in this tender document.
16. The Agency will submit the EPF/ESI submission challans to the BSSS on monthly basis along with invoice.
17. The recruited drivers of the Agency shall not be the staff/ or employee of the Society in anyway, nor can claim any advantage of it in any way or for any purposes whatever it may be.
18. 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 and implementation of the project and shall indemnify and keep indemnified the Authority for any claim, action or demand whatsoever in that regard.
19. 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.
20. The vehicles and drivers provided by the bidder shall work under the overall supervision of BSSS. The vehicle and Driver shall remain available all the time as per Duty Roster and shall not leave place of duty without prior permission of the concerned officer, as appointed by the BSSS.

21. The Bidder shall provide vehicles as per requirement of the BSSS and as required at a short notice (including early in the morning and late in the evening). The starting point of any vehicles provided shall be garage to garage (maximum of 10 kilometers per day).
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 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 vehicle at the earliest.
25. The bidder/agency will be paid the toll rates as per actual, upon submission of the actual bills, duly signed by the officer of BSSS.
26. The bidder/agency will be paid Rs.200/- per day per vehicle (for outstation travel) as a night halt charges.
27. 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.
28. 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.
29. 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.
30. 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.
31. 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.
32. Any repair & maintenance requirement of vehicles at BSSS, shall be the 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.
33. 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.
34. 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.
35. The selected agency will have to observe ethical behavior and standards of the drivers. The BSSS will have a right to hold an enquiry, and act to take appropriate action with respect to this aspect.

SECTION 5: TERMS AND CONDITIONS

(A) EARNEST MONEY DEPOSIT (EMD)

1. The tenderer must transfer Earnest Money Deposit (EMD) of **(Rs.72,000/- (Rupees Seventy two thousand Only)** through e-payment mode (i.e. NEFT/ RTGS/ Internet Banking) to the bank account of Bihar Swasthya Suraksha Samiti (BSSS). It may be noted that no bidder is exempt from deposit of EMD. Tenders submitted without EMD shall be summarily rejected.
2. The EMD of unsuccessful bidder will be returned to them without any interest, after conclusion of the tender. The EMD of the successful bidder will be returned without any interest, after receipt of Performance Security (PS) as per the terms of contract.
3. Earnest money is required to protect the Bihar Swasthya Suraksha Samiti (BSSS) against the risk of the Bidder's conduct, which would warrant the forfeiture of the EMD. The EMD of a bidder may be forfeited without prejudice to other rights of the BSSS, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information /Documents furnished in its tender is incorrect, false, misleading or forged. In addition to the aforesaid grounds, the successful bidders' EMD will also be forfeited without prejudice to other rights of BSSS, if it fails to furnish the required Performance Security (PS) within the specified period.
4. The EMD/ Bid Security shall be forfeited by the BSSS here under or otherwise, under the following conditions:
 - i. If a Bidder submits a non-responsive Bid.
 - ii. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - iii. If a Bidder withdraws its Bid during the period of bid validity as specified in this tender and as extended by the BSSS from time to time.
 - iv. In the case of Selected Bidder if it fails within the specified time limit:
 - to sign the contract and/or
 - to furnish the Performance Security (PS)
 - v. In case the Selected bidder, having signed the contract, commits any breach thereof prior to furnishing the Performance Security (PS).

(B) PROJECT DURATION

The tenure of the hiring of services under the contract is for 1 year, which may be extended for a further period of 2 years or more on the same rates, terms and conditions based on the requirements, availability of resources and funds under BSSS (Bihar Swasthya Suraksha Samiti) or any source and satisfactory performance of work done by the agency and any other conditions mutually agreed by the agency and BSSS. Any extension shall not be the right of the agency.

(C) SIGNING OF THE CONTRACT

The contract document/Agreement should be executed within 21 days of the issue of the Letter of award(LOA). Non-fulfillment of this condition will result in cancellation of the award and forfeiture of the EMD.

(D) PERFORMANCE SECURITY

- a) The successful bidder shall have to furnish a performance security in the shape of a Bank Guarantee issued by a scheduled Bank in favour of Chief Executive Officer (CEO), Bihar Swasthya Suraksha Samiti, for an amount of Rs. 3,60,000 (Three Lakhs sixty Thousand Rupees Only). The Bank guarantee shall be as per proforma at "Annexure E" and remain valid for .

a period, which is six months beyond the date of expiry of the contract. The Performance Security will be returned to the bidder, upon validation of completion of all the contractual obligations including warranty.

b) The performance security should be submitted before executing the contract/signing of the contract document positively.

c) If the agency/bidder violates any of the terms and conditions of contract in any manner, the Performance Security shall be liable for forfeiture, and the contract may also be cancelled/terminated. Further, the agency will be blacklisted for a reasonable period as decided by BSSS.

(E) PENALTIES

(a) Agency performance would be evaluated based upon applicable penalties deducted.

(b) The parameters will be used to assess the performance of the Service Provider and penalty will be applied as and when required.

(c) Notwithstanding, as contained otherwise, and besides above as the case may be, the penalties may be imposed for each occurrence as per the identified Key Performance Indicators (KPIs). *The applicable penalty will be deducted from monthly invoice.*

S.no.	Parameters	Applicable Penalty
1	Vehicle found with damaged Milometer	Rs. 1,000 per instance, along with replacement of the vehicle
2	Failure in providing vehicles on time	Rs.100 per hour of delay
3	Failure in providing replacement vehicle	Rs.1000 per instance along with cost of hiring paid by BSSS from other sources.
4	Misbehavior of the driver	Rs.500 for 1 st instance, 2 nd instance replacement of the concerned driver

(F) PAYMENTS

(a) The Bihar Swasthya Suraksha Samiti (BSSS) will pay the agency on monthly basis to the agency, against the invoices (*as prescribed under GST Act 2017*) raised by the agency, as per the agreed rates for each of the vehicles and the requirement type (local/outstation travel & daily/monthly use).

(b) The service provider will raise its invoices (*as prescribed under GST Act 2017*) on completion during the month and the invoices must be submitted to Bihar Swasthya Suraksha Samiti (BSSS), till 7th day of the month, along-with supporting documents (*Duty slip(s), Last month ESIC/ PF Challan and contribution list, challans, 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.

(c) The payment shall be released after necessary verifications and deducting penalties (if any) upon submission of Invoice.

(d) The payments will be made through online transfer mode.

(e) The rates/prices, quoted by the bidder/agency in the financial bid, as per **Annexure F**, shall remain same for the entire duration of the contract.

(G) 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, if the need be, shall be in writing and with the consent of the parties and not otherwise.

(H) TERMINATION OF CONTRACT

a) 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 Award (LoA) or contract 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.

b) The BSSS, without prejudice to any other contractual rights and remedies available to it, may, by written notice of default sent to the agency, terminate the contract in whole or in part, if the agency fails to perform services as specified in the present contract or any other contractual obligations within the time period specified in the contract and the firm shall also be blacklisted, consequently the performance security may be forfeited, as also explained in preceding paragraphs.

c) Unless otherwise instructed by the BSSS, the agency or bidder shall continue to perform the contract to the extent not terminated.

(I) TERMINATION FOR INSOLVENCY

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

(J) TERMINATION BY MUTUAL CONSENT

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

(K) 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. Notwithstanding anything to the contrary contained herein, the BSSS may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant 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.

b) Without prejudice to the rights of the BSSS hereinabove, if an Applicant 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 bidding Process, such Applicant shall not be eligible to participate in any tender issued by the BSSS during a period of 2 (two) years from the date such Applicant 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 maybe.

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

i. "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 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 BSSS who is or has been associated in any manner, directly or indirectly, with the bidding Process.

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 BSSS with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding Process; or (ii) having a Conflict

of Interest

v. "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.

(L) DISPUTE MECHANISM


1. Any dispute or difference or claim arising out of or in relation to this MoU/agreement/contract, including the validity, performance or breach thereof, which firstly the parties hereto cannot themselves settle by reaching a mutual understanding, shall be referred for settlement to Chief Executive Officer (CEO) Bihar Swasthya Suraksha Samiti, Patna, and the decision, shall be final and binding on the parties.
2. If any further dispute arises between the parties thereupon, the same will be settled only through the competent court of law under the territorial jurisdiction of **Patna only**.

(M) INSURANCE

1. The bidder/agency shall be responsible for insuring all the vehicles, manpower, third party insurance etc. for accident, theft, damage, burglary etc., including the renewal of the insurance cover during the period of the contract.
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. All liabilities, legal or monetary, arising in that eventuality shall be borne by bidder/ agency.

(N) 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.


Administrative Officer
Bihar Swasthya Suraksha Samiti

ANNEXURE A: PROPOSAL COVERING LETTER

[On the Letter head of the Bidder]

Date:

To
The Administrative Officer Bihar Swasthya Suraksha Samiti Secretariat Extension
Building Block-3 Second floor ,Old Secretariat
Patna
Bihar 800015

Re: Selection of agency for hiring of vehicles

Dear Madam/ Sir,

We, the undersigned, offer to provide the services for.....
..... in accordance with
Your Request for Proposal vide Ref No dated and our Proposal. We are hereby submitting
our Proposal for the same.

We are submitting our proposal in our own individual capacity without entering into any association / as a
Joint Venture. We hereby declare that all the information and statements made in this proposal are true and
accept that any misinterpretation contained in it may lead to our disqualification.

Our proposal is binding upon us and subject to the modifications resulting from project specific
contract and contract negotiations.

We understand that you may cancel the selection process at any time and that you are neither bound to accept
any proposal you receive nor to select the agency, without incurring any liability to the bidders. We
acknowledge the right of BSSS to reject our application without assigning any reason or otherwise and
hereby waive our right to challenge the same on any account whatsoever.

We shall make available to BSSS any additional information it may find necessary or require to supplement
or authenticate the proposal.

We certify that in the last three years, we have neither failed to perform on any contract, as evidenced
by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any
projector contract nor have had any contract terminated for breach on our part.

We declare that:

- a. We have examined and have no reservations to the tender Documents, including any Addendum issued by BSSS;
- b. We have not directly or indirectly or through an executive engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for

- proposal issued by or any contract tendered into with BSSS or any other public-sector enterprise or any government, Central or State; and
- c. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - d. We declare that We/any member of the company, are/is not a Member of a/any other company applying for selection.
 - e. We certify that in regard that we have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the services for the Project.
 - f. We have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our member.
 - g. We further certify that no investigation by a regulatory authority is pending against us or against our Proprietor /CEO or any of our directors.
 - h. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by BSSS in connection with the selection of agency or in connection with the selection process itself in respect of the above-mentioned project.
 - i. We agree and understand that the proposal is subject to the provisions of the tender document. In no case, I/We shall have any claim or right of whatsoever nature if the assignment is not awarded to me/us or our proposal is not opened.
 - j. We agree to keep this offer valid for 90 days from the proposal due date specified in tender.
 - k. A Power of Attorney (PoA) in favour of the authorized signatory to sign and submit this Proposal and documents is also attached herewith.
 - l. In the event of my/our being selected, I/We agree to enter into a contract for the project awarded to us by the BSSS.
 - m. We agree and undertake to abide by all the terms and conditions of the tender Document. In witness thereof, I/we submit this proposal under and in accordance with the terms of the tender document.

Yours sincerely,

Authorized Signature [In full initials]:

Name and Designation of Signatory:

Name of Agency:

ANNEXURE B: POWER OF ATTORNEY

Format for Power of Attorney for Signing of Application/Bid document (On a Stamp Paper of INR 100)

Power of Attorney

Know all men by these presents, We M/s. (name and address of the registered office) do hereby constitute, appoint and authorize Mr/ Ms (name and residential address and PAN), duly approved by the appropriate authority of the firm/agency, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for "**Selection of agency for hiring of vehicles**" including signing and submission of all documents and providing information / responses to the Bihar Swasthya Suraksha Samiti (BSSS), representing us in all matters before Bihar Swasthya Suraksha Samiti (BSSS) 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 (PoA) 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 _____ day of 2022.

For _____

(Name, Designation and Address)

Accepted _____ (Signature)

(Name, Designation 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 (s) 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 Applicant signs the Application, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney (PoA).

ANNEXURE C: FORMAT FOR AFFIDAVIT (AUTHORIZATION LETTER)

Blacklisted (On a Stamp Paper of INR 100)

Format for Affidavit certifying that Entity/ Promoter(s)/ Director(s)/ Members of Entity are not Blacklisted

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/banned/convicted by any court of law for any criminal or civil offences/ declared ineligible by Bihar Swasthya Suraksha Samiti, or any other entity of GoB or by any entity of state government /or Govt. of India or any local Self-Government body or public undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason and from participating in Project/s, in last 3 years from the date of submission of bids/tenders, as on the (Date of Signing of Application).

And that no criminal/ vigilance case related to cheating, forgery, Criminal breach of trust, theft and prevention of Corruption Act is pending in any court of law against the bidder.

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.
- 5.

Further, we are annexing a certified copy of the litigations with this affidavit.

We further confirm that we are aware that, our bid 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. , 2022.

Dated this..... Day of , 2022

Name of the Applicant.....

Signature of the Authorized Person

..... Name of the Authorized Person

ANNEXURE D: PARTICULARS OF THE BIDDING ORGANIZATION

Name and full address of the Company	
Details of Registered Office Address Telephone No(s) Fax No(s) E-mail address: Company website: Year of Incorporation:	
Turn Over of the Company (in lakhs) 2018-19: 2019-20: 2020-21: Average Annual Turnover:	
Permanent Account Number (PAN)	
Goods and Services Tax (GSTN):	
Type of agency (Public Limited/Private Limited, partnership firm, proprietorship firm etc.)	
Name and addresses and designation of the persons who will represent the Bidder while dealing with the BSSS (Attach letter of authority)	
Has the organization been blacklisted by any state or central government entity or any of its undertakings? If yes, kindly give details of the govt. entity and reason for blacklisting, in last 3 years from the last date of submission of bids/tenders	
(Authorized Signatory) Name: _____ Designation & Authority: _____ Place: _____ Date: _____ Stamp: _____ Agency Name: _____ Business Address: _____ Official Email: _____	

ANNEXURE E: FORMAT FOR PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.:

Date:

To,
The Administrative Officer
Bihar Swasthya Suraksha Samiti Secretariat Extension Building Block-3 Second
floor Old Secretariat Patna
Bihar 800015

Dear Madam/ Sir,

WHEREAS..... (Name of Bidder) hereinafter called "the Bidder" has undertaken, in pursuance of Contract dated ...2022 (hereinafter referred to as "the Contract") to implement the [Name of the project: of for the BSSS.

AND WHEREAS it has been stipulated in the said Contract that the bidder shall furnish a Bank Guarantee ("the Guarantee") from a Scheduled Bank for the project/performance of the [Name of the Project] 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 BSSS the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

1. The Bank hereby irrevocably and unconditionally guarantees the payment of *Rs. 3,60,000 (Rupees Three Lakhs sixty Thousand only)* to BSSS under the terms of their contract dated on account of full or partial non-performance / non- implementation and/ or delayed and/ or defective performance / implementation. Provided, however, that the maximum liability of the Bank towards BSSS under this Guarantee shall not, under any circumstances, exceed in aggregate.
2. In pursuance of this 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 setoff, 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.....
3. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of 18 months from the date of its execution.
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 bidder and the Bank.

5. The Bank also agrees that 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 reason of any act of omission or commission on the part of 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 effect of relieving the Bank.

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

Dated this the Day of 2022

Witness

(Signature)

(Name)

Bank Rubber Stamp

(Official Address)

Designation with Bank

ANNEXURE F: FINANCIAL BID

We agree to provide vehicles to Bihar Swasthya Suraksha Samiti (BSSS), in accordance with the terms and conditions of the tender document and thereby the contract, and will be charging at the rate of:

A. For Monthly Requirement:

Types of Vehicles (AC)	Monthly requirement (in numbers)	1500 km per vehicle per month	Per Km charges for extra usage
Innova Crysta ,Tata safari XZA plus AT or equivalent	2		
Tata Safari Storme or equivalent	1		
Mahindra Scorpio or equivalent	4		
Tata Tiago/ Maruti Suzuki Swift Dzire or equivalent	2		
Total	9		

B. For Daily Requirement:

Particulars	Type of Vehicles									
	Innova Crysta, Tata safari XZA plus AT or equivalent		Tata Safari Storme or equivalent		Mahindra Scorpio or equivalent		Tata Sumo GOLD /Mahindra Boleto or equivalent		Tata Tiago/ Maruti Suzuki Swift Dzire or eq uivalent	
	AC	Non AC	AC	Non AC	AC	Non AC	AC	Non AC	AC	Non AC
On call basis for Local and Out station Travel (Without GST)										
Basic Rate per km up to 40 km within Patna										
Basic Rate per km up to 80 km within P atna										
Per km charges f or extra usage wi thin Patna										
Basic Rate per km up to 150 km out side Patna										
Per km charges f or extra usage outsi de Patna										

1. The rates quoted for each "vehicle as per the requirement type (local/outstation/monthly)" shall be exclusive of Goods & services tax (GST) as quoted above. The bidder will be required to raise the invoice as prescribed under GST Act 2017 and rules therein.

2. The rates quoted are in figures as well as in words. It is made clear that L1 shall be declared on the basis of rates quoted for each item. However, any agency who is L1, on the basis of monthly booking, can be given work for local and outstation booking at the L1 rate decided through this tender. 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.
3. For monthly booking, L1 will be decided only on the basis of the rate quoted against monthly booking. Per km charge for extra kilometer 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 decided through this tendering process, irrespective of the rate quoted by the L1 agency.
4. The price offered shall be valid for a minimum period of 1 year or extended period from the date of issue of award of contract.
5. The rate/s offered shall remain firm and will not be subject to escalation of any description during the execution of the rate contract. The rate/s offered are exclusive of Goods & services tax (GST)(Central and State). The rate/s offered are also inclusive of all delivery charges, transportation etc. and no other charges will be payable to bidder/agency by BSSS.
6. The rate/s offered by agency/bidder shall be inclusive of all manpower, ESIC & PF Employer Employee Contribution, fuel, vehicle repair & maintenance, registration, insurance and state and national rate taxes & duties etc. and no other charges will be payable to bidder/agency by BSSS. There will 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 etc., while the rate contract is under execution.
7. The bidder/agency will raise the invoice as prescribed under GST Act 2017.

Signature of Authorized Signatory:

Seal with Designation:

Place: Date:

ANNEXURE G: Bank details for EMD return

Name of account holder	Account No.	IFSC Code	Bank Name & Address



ANNEXURE H: CHECKLIST FOR SUBMISSION

Sl.no	Documents to be submitted under Technical Bid	Submission Status (Yes/No)	Page Nos in the bid
1.	Online payment receipt of EMD along with bank details as per annexure G.		
2.	Proposal Forms as per tender as per annexure A		
3.	Particulars of bidding organization as per annexure D		
4.	Self-attested Copy of the Certificate of Incorporation issued by the Registrar of Companies or certificate issued by appropriate authorities as applicable for others (i.e., Partnership/ Proprietorship firm)		
5.	Self attested copy of audited financial statement of financial year 2018-19,2019-20 & 2020-21		
5.1	FY 2018-19		
5.2	FY 2019-20		
5.3	FY 2020-21		
6.	The bidder should have experience of providing vehicles, as per the specifications mentioned in this tender document, during each year in the last three years for a minimum period of three continuous months every year to Central or state Government/Semi-Government/Public Sector Units (PSU)/Government agency.		
7.	Self attested Copies of: PAN card, GST Registration & Copy of Income Tax Return (ITR), filled by bidder in last 3 Financial Years (FY): 2018-19,2019-20 & 2020-21		
7.1	PAN card , ESI & EPF		
7.2	GST registration certificate		
7.3.1	ITR of FY 2018-19		
7.3.2	ITR of FY 2019-20		
7.3.3	ITR of FY 2020-21		

8.	Affidavit Sworn before notary stating that Agency/ Bidder is not blacklisted/banned/declared ineligible by any entity of any State Government or Govt. of India or any Local Self-Government body or public undertaking in India for participation in future bids for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason during the past 3 years, from the last date of submission of bid/tender (As per Annexure C).		
9.	Power of Attorney (PoA) in favour of signatory of Tender Documents, as per annexure B.		
10.	Bank details to return EMD as per annexure G.		

Signature of Authorized Signatory: Seal with Designation:

Place:

Date:

(For BSSS Use Only) – to be filled during opening of applications

Verified the above-mentioned documents and found them to be in order at respective page nos. except those as under

- 1.
- 2.
- 3.

Signature of Authorized Signatory:

Designation:

Place and Date: