

**BIHAR MEDICAL SERVICES & INFRASTRUCTURE CORPORATION LTD.**  
**(A Govt. of Bihar Undertaking)**  
**2<sup>nd</sup> & 3<sup>rd</sup> Floor, Swasthya Bhawan, Behind IGIMS, Sheikhpura, Adjacent to State Health**  
**Society, Patna-800014**

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**(Tender No. BMSIC/10025/02-2022/03)**

**Re-tender Notice for Empanelment of Agencies for Hiring of Vehicles**  
**(Only through E-Tender on Website: - <https://eproc2.bihar.gov.in>)**

1. Bihar Medical Services & Infrastructure Corporation Ltd. (BMSICL) invites e-bids from reputed agencies/fleet operators for empanelling agencies for hiring of vehicles for local & outstation travel on daily and monthly basis, as per the specifications mentioned in the tender document. Vehicles are to be hired for the BMSICL head office at Patna, and also may be hired for offices located at different Regions/Districts of Bihar. Further vehicles also may be hired for officials of Health Department and other related entities based on requirement.
2. To participate in E-Tender the bidder has to be registered with E-Tendering service provider. For this, help desk – mjunction services limited, RJ complex, 2<sup>nd</sup> Floor, Canara Bank Campus, khajpura, Ashiana Road, P.S- Shastri Nagar, Patna-800014, Toll Free No-18005726571, Email-ID: [eproc2support@bihar.gov.in](mailto:eproc2support@bihar.gov.in) can be approached.
3. Detailed tender document containing eligibility criteria, details of EMD, tender fees and other terms & conditions are available on the website <https://eproc2.bihar.gov.in>.

**3. Schedule of Tender:**

Date and time of Pre-Bid meeting	3 <sup>rd</sup> January 2023 at 14:30 Hrs. at BMSICL office
Date and time for downloading of bid document	18 <sup>th</sup> January 2023 till 18:00 Hrs. on the e-proc2 Portal ( <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a> )
Last date and time for submission of online bids	19 <sup>th</sup> January 2023 till 18:00 Hrs. on the e-proc2 Portal
Last date and time for submission of EMD (Only in the form of BG) in hard copy (Offline mode) & tender document	20 <sup>th</sup> January 2023 till 14:00 Hrs.
Opening of Technical Bid	20 <sup>th</sup> January 2023 (at 15:00 Hrs.) on the e-proc2 Portal

*Note – i) Interested bidders may obtain further information about this Tender from the office of BMSICL.*

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

4. The Technical bids will be opened (in e-mode/online) on the aforementioned date and time. In the event of any of the above-mentioned day being declared a holiday/closed day for BMSICL, the bids will be opened on the next working day at the scheduled time.
5. The bids must be uploaded (e-mode/online) at the e-Procurement Portal (<https://eproc2.bihar.gov.in>)
6. The technical and financial bids must be submitted through e-Procurement Portal (<https://eproc2.bihar.gov.in>) on or before the date and time specified as above in clause 3. BMSICL 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.
7. The bidders shall submit their eligibility and qualification details, Certificates as mentioned in the tender document, in the online standard formats given in e-Procurement Portal (<https://eproc2.bihar.gov.in>) at the respective stage(s) only.

8. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., as required in support of their eligibility criteria/ technical bids and other certificate /documents in the e-Procurement Portal (<https://eproc2.bihar.gov.in>).

9. The hard (Physical) copy of the Earnest Money Deposit (EMD) is acceptable in the form of bank guarantee issued by nationalized and scheduled bank in favour of Managing Director, Bihar Medical Services & Infrastructure Corporation Limited 2<sup>nd</sup> & 3<sup>rd</sup> Floor, Swasthya Bhawan, Behind IGIMS, Sheikhpura, Adjacent to State Health Society, Patna-800014.' by Registered Post/Speed Post or by hand & **Tender Fee is acceptable as only online mode (on eproc-2)**. It must reach the above said address on or before the closing date & time indicated in Clause 3 above, failing which the tenders will be treated as late tender and would be summarily rejected.

10. The Bidding documents shall be submitted in the mode as mentioned below:

(1) Earnest Money Deposit (EMD)	Physical (Offline mode)
(2) Technical Bid	Online (Cover-Technical Stage)
(3) Financial Bid	Online (Cover-Cost Bid Stage)

11. The tender shall be accompanied with Earnest Money Deposit (EMD) of Rs 50,000/- (Fifty thousand only) in the form of bank guarantee (BG) issued by any Scheduled and nationalized Bank in favour of Managing Director, Bihar Medical Services & Infrastructure Corporation Ltd payable at Patna (**Only offline mode**). The EMD in any other form shall not be acceptable.

12. All Tenders must be accompanied by EMD & Tender Fee as mentioned. No bidder is exempted from submission of EMD/Tender Fee, Tenders without EMD/ Tender Fee shall be summarily rejected.

13. Tender processing fee (TPF) amount for the sum of Rs. 590/- (Five hundred ninety rupees) to be paid by the bidder through online mode on eproc-2 portal (<https://eproc2.bihar.gov.in>).

14. A non-refundable tender fee (incl. GST) for amount of Rs. 11800/- (Eleven Thousand Eight Hundred only) is acceptable as only **Online mode (on eproc-2)**.

15. All prospective bidders may attend the pre-Bid meeting. The venue, date and time are indicated in Schedule of Events as in Clause 3 above.

16. BMSICL reserves the right to accept or reject any or all tender or change the terms and conditions of the tender or cancel the tender without assigning any reasons at any stage and time.

17. For any further clarification, regarding the contents of the tender document, bidders can call on 9471006251 during office hours

18. All further, notifications/amendments/Corrigendum/Addendum (if any), shall be posted on <https://eproc2.bihar.gov.in> No separate communication shall be made to individual bidders.

Sd/-  
GM (Admin)  
BMSICL

## SECTION 1: INSTRUCTIONS TO BIDDER (ITB)

### 1. General Instructions

The bidder should prepare and submit its offer as per instructions given in this section.

Instructions/ Guidelines for tenders for electronic submission of bids online have been mentioned below for assisting the prospective bidders to participate in e-tendering.

**Registration of Bidders:** To participate in E-Tendering the tenderer will have to be registered with E-Tendering service provider. For this, help desk – mjunction services limited RJ complex, 2nd Floor, Canara Bank Campus, khajpura, ashiana road, P.S- Shastri Nagar, Patna-800014, Toll Free No-18005726571, Email-ID: eproc2support@bihar.gov.in can be approached and also inform this to BMSICL. The prospective bidder is required to click on the link for e-Tendering site as given on the BMSICL web portal.

**Digital Signature certificate (DSC):** Each bidder is required to obtain a class-II or Class-III Digital Signature Certificate (DSC).

The bidder can search & download NIT & Tender Documents electronically from computer once he logs on to the e-Procurement Portal <https://eproc2.bihar.gov.in> using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

**Submission of bids:** Bids are to be submitted through online mode to the e-Procurement Portal <https://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 on or 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).

Before preparing the tender and submitting the same to the BMSICL, 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.

The tenders which are for only a portion of the components/items of the service shall not be accepted. (The tenders /bids should be for all components/items of the service.)

The prices quoted shall be firm and inclusive of all the factors mentioned in this document, all applicable taxes and duties, **excluding Goods & Services Tax (GST)**. This shall be quoted in the online mode as per format on e-proc only. Refer “**Annexure 5** for information regarding Financial Bid. GST is to be mentioned separately in the financial bid but it will not be considered while deciding the L1 rate. Hence L1 shall be decided based on the rate quoted exclusive of GST.

The technical bid (technical and financial details of the bidder/agency) shall be submitted on or before the last date of submission in online mode only. Tenders submitted after the stipulated date & time (closing date and time for uploading the tender as mentioned in **Clause 3, Notice Inviting Tender (NIT)**) shall not be considered, and would summarily be rejected. EMD must reach BMSICL in physical form on or before the time and date as mentioned in **Clause 3 of NIT**.

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. Bihar Medical Services and Infrastructure Corporation Limited (BMSICL) 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. Amendments to Tender Documents: At any time prior to the deadline for submission of tenders, BMSICL may, for any reason deemed fit by it, modify the Tender Documents by issuing suitable amendment(s) to it. Such an amendment will be notified on e-Procurement Portal <https://eproc2.bihar.gov.in> and the website of BMSICL and the same shall be binding to all prospective Bidders.

Any bidder who has downloaded the tender document should watch for amendment, if any, issued on the above e-Procurement Portal <https://eproc2.bihar.gov.in> and BMSICL website [www.bmsicl.gov.in](http://www.bmsicl.gov.in). No separate communication shall be issued. BMSICL shall not be responsible in any manner if prospective Bidders miss any notifications.

4. Pre-Bid Meeting

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 BMSICL as per details given in clause 3 of the NIT

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 by close of office next day. Bihar Medical Services and Infrastructure Corporation Limited (BMSICL) shall upload written response on the website of BMSICL and the e-Procurement Portal <https://eproc2.bihar.gov.in> to such requests for clarifications, without identifying its source. In case required, amendments, in terms of Para 5 above shall be issued, which shall be binding on all prospective bidders.

5. Clarifications to Tender Documents

- a. A prospective bidder requiring any clarification regarding terms & conditions, technical specifications etc. given in the Tender Documents may submit written request for clarifications on email ID: [hr.bmsicl@gmail.com](mailto:hr.bmsicl@gmail.com) within 24 hours of the pre-bid meeting.
- b. In the event of the above-mentioned day being declared as a holiday/closed day for Bihar Medical Services and Infrastructure Corporation Limited (BMSICL), the prospective bidders can submit written request for clarifications, by 18.00 hrs on the next working day.
- c. All the prospective bidders will be notified of response to clarifications only through e-Procurement Portal <https://eproc2.bihar.gov.in> and/or the website of BMSICL. Any bidder who has downloaded the tender document should watch for clarifications, if any, issued on the above-mentioned website and the BMSICL website. BMSICL will not issue separate communication to them.
- d. BMSICL shall not be responsible in any manner if a prospective bidder fails to notice any notifications with regards to the present NIT placed on the e-Procurement Portal <https://eproc2.bihar.gov.in> or BMSICL website for any purposes.

6. Earnest Money Deposit (EMD) & Tender Fees

- a. The tender shall be accompanied by Earnest Money Deposit (EMD) of Rs. 50,000/- (Fifty Thousand Rupees only) in the form of bank guarantee (BG) issued by any Scheduled and nationalized Bank in favour of Managing Director, Bihar Medical Services & Infrastructure Corporation Ltd payable at Patna (**Only offline mode**). Bank guarantee format is available in bid document. It has to be submitted in offline (Physical form) only, as per the terms and conditions mentioned in this document. Non-refundable tender fees (incl. GST) for amount of Rs. 11800/- (Eleven Thousand Eight Hundred only) is acceptable as only **Online mode (on eproc-2)**.
- b. It may be noted that no bidder is exempt from deposit of EMD and tender fee. Tenders submitted without EMD and tender fees 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 BMSICL against the risk of the Bidder's conduct, which would warrant the forfeiture of the EMD.
- e. The EMD/ Bid Security may be forfeited by BMSICL 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 tender and as extended by the BMSICL from time to time;
- III. 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) before signing the contract agreement within the prescribed period.

## 7. Preparation of Tender

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

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

- b. 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.
- c. The tender shall be duly signed, by the authorised person duly approved by the appropriate authority of the agency, at the appropriate places as indicated in the tender documents and all other pages of the tender including printed literature, if any shall be initialled 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 initialled by the person(s) signing the tender. The entire document being part of tender document should be page numbered.
- d. 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 warranty 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 BMSICL may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- e. Prices are to be quoted in the financial Bid format in online mode only. Refer **Annexure 5** for information regarding Financial Bid. The financial bid submitted in any other format will be treated as non-responsive. The bidder will be required to download the financial bid file, from e-tendering portal and quote the prices in prescribed format before uploading it. The bidder shall quote prices in all necessary formats only. All blue areas of the financial bid sheet shall be filled by the bidder. The white areas of the financial bid shall not be modified/edited by the bidder. The bidder(s) shall not rename the financial bid files downloaded.
- f. **The Earnest Money Deposit (EMD) shall be submitted in physical form (offline) separately as mentioned above.**
- g. The envelope containing **Earnest Money Deposit (EMD)** shall be marked in bold letters as “**EMD for Notice Inviting Tender for empanelment of Agencies for hiring of vehicles**” which shall contain the Earnest Money Deposit (EMD) furnished in accordance with above “**Para 6.**”
- h. The required documents mentioned in Section 2 of this Tender Document must be submitted through online mode on e-Procurement Portal <https://eproc2.bihar.gov.in> as part of the technical bid to assess technical eligibility of the bidder.
8. The bidder has to quote for hiring of all the category of vehicles as mentioned in **Annexure 5**. If any bidder fails to quote the rate for even one vehicle in the **Annexure 5**, their bid shall be treated as non-responsive and summarily rejected.
9. 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 taxes & Duties (except toll and GST) applicable on bidder related to running & Maintenance of vehicle on hire and no other charges will be payable to bidder/agency by BMSICL except for toll and GST. 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 5**.

#### **10. Tender Submission**

- a. The Bihar Medical Services and Infrastructure Corporation Limited (BMSICL) will open the tenders at the date and time as indicated in Clause 3 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 Medical Services and Infrastructure Corporation Limited (BMSICL), the tenders will be opened in online mode, on the next working day.
  - b. 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 e-Procurement Portal <https://eproc2.bihar.gov.in> failing which the bid will not be considered for technical evaluation.
  - c. The technical evaluation shall be done only on the basis of documents/papers submitted by the bidder on e-Procurement Portal <https://eproc2.bihar.gov.in>.
  - d. 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.
    - No bidder can place more than one bid in any form for this NIT.
    - The Bidder cannot bid for a part of the tender document but has to give a single bid taking into consideration all the responsibilities (mentioned in this document) as single unit, subject to all the conditions as laid down in this tender document. Refer “**Annexure 5**” for information regarding Financial Bid.
  - e. The date fixed for opening of financial bids, if subsequently declared as holiday by the BMSICL, the revised date of schedule will be notified on the e-Procurement Portal <https://eproc2.bihar.gov.in>. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
11. Any dispute arising out of this tender or contract shall be settled amicably first and if it fails, the same shall be referred for settlement to Managing Director, BMSICL whose decision, shall be final and binding on the parties.
12. 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.

## SECTION 2: ELIGIBILITY CRITERIA

SN.	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 31 <sup>st</sup> March, 2022. The bidder/agency should have an office in Patna, proof of Patna office address to be submitted. <b>Consortium is not allowed.</b>	For Company-Copy of the Certificate of Incorporation issued by the Registrar of Companies (RoC) under companies act 1956/2013., For Partnership Firm- Registration Certificate issued by registrar of firm under partnership act 1932, For Proprietorship firm- Certificate issued under shop & Establishment act. Proof of Patna office address to be submitted.
2	The Bidder must have an average annual turnover of Rs. 50 Lakh, in any three of the last four financial years FY 2017-18, 2018-19, 2019-20, 2020-21 as evidenced by the audited accounts of the agency.	Audited balance sheet, P&L account. Audited by qualified Chartered Accountant.
3	The bidder should have sufficient number of vehicles as mentioned in Section 4, of the make/model specified for each of the Type registered in the name of the bidder/agency. For the make/model of vehicles listed under each Type, refer the financial bid in <b>Annexure 5</b> .	Notarised copy of the Registration Certificate (RC), Pollution Under Control (PUC), Insurance, Road & commercial Tax, state or national travel permit.
4	Experience of providing the same type of vehicles (as mentioned in <b>Annexure 5</b> of this bid document) to Government departments/PSU/reputed NGOs (Mention names of the Govt. dept/ PSU/NGO & duration) in the last 3 years as on due date of submission of bids	Copy of Work orders and Contract OR experience certificate for each year of experience from the contracting agency (Central or state Government /Semi-Government/Public Sector Units (PSU))/NGO. The documents /certificate should clearly mention the nature of work and duration.
5	Bidder will provide self-attested copies of agency/firm (i) PAN card of the agency (ii) Income tax return (ITR) of any three of the last four Assessment Years (2018-19, 2019-20, 2020-21 and 2021-22). (iii) GST Registration Certificate	Self-attested copies of: ▪ PAN card ▪ Copy of Income Tax Return (ITR) filed by bidder in any three of the last four Assessment Years (2018-19, 2019-20, 2020-21 and 2021-22). ▪ Copy of GST Registration Certificate).
6	The bidder must not be Blacklisted/banned/debarred/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 the date of submission of the bid documents.	Original affidavit on stamp paper sworn before First Class Magistrate/ Notary ( <b>dated after publication of this tender</b> ), stating that the firm/agency has not been debarred/blacklisted by any Central Govt./any State Govt./PSU organization as per <b>Annexure 2</b> .

- The bidder shall declare all ongoing litigations it is involved in with any government agency/state/central department/PSU.
- The Technical proposals of all bidders which meet the above eligibility criteria, and basic requirements (i.e. timely submission, bid security, sealing of application etc.), will move to the next stage of Financial Bid evaluation.
- 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) will be 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 Empanelment of Agencies for Hiring of Vehicles”**.

- iv. For monthly hiring of vehicle, L1 rates would be decided for each type/model of vehicle separately. 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 on the basis of lowest rate decided through this tendering process, irrespective of the rate quoted by the L1 agency. Thereafter, the bidder with highest number of L1 rates will be the preferred service provider and would be given an opportunity to match the L1 rates of other vehicles for which other bidders emerge as L1. Further, BMSICL will also offer the opportunity of matching the L1 rates of the preferred service provider for vehicles to other bidders too, and those who accept this offer will also be empanelled for providing this service. BMSICL reserves the right to hire required model of vehicles as per its need from separate service providers.
- v. In case of daily hiring of vehicles, L1 bidder would be determined for each type of vehicle separately. Thereafter, the bidder with highest number of L1 rates will be the preferred service provider and would be given an opportunity to match the L1 rates of other vehicles for which other bidders emerge as L1. In this case too, BMSICL shall offer the opportunity of matching this L1 rate of vehicles to other bidders too, and those who accept this offer will also be empanelled for providing the service. BMSICL reserves the right to hire required model of vehicles as per its need from separate service providers.
- vi. The successful bidders will enter into contract with BMSICL as per above terms and conditions. The cost of execution of the contract shall be borne by the agency/bidder only. Failure on the part of the bidder to do so will result in cancellation of its candidature and forfeiture of EMD
- vii. The selected agency(s) or bidder(s) will need to sign a contract/agreement with the Bihar Medical Services & Infrastructure Corporation Limited (BMSICL) within 10 days from the day of issue of the Letter of Intent (LoI).



### SECTION 3: PREPARATION OF TENDER

1. Following required documents must be submitted through online mode on e-Procurement Portal <https://eproc2.bihar.gov.in> as part of the technical bid to assess technical eligibility of the bidder

#### **Technical Bid - Mandatory Submissions**

- a) Technical Bid Submission Application in online mode only, refer “Annexure 3”
  - b) Scanned copy of Bank Guarantee and EMD for tender fee of applicable amount.
  - c) The bidder should be established entity registered under Shops and Establishment Act or Companies Act 1956/2013 or Partnership Act 1932 or LLP Act 2008. Establishment Registration Certificate or Certificate of Incorporation issued by RoC/Authorised Entity to be submitted. Address proof of Registered office and Address proof of Patna office of the agency to be submitted or else a declaration that the Agency will establish an office in Patna within 30 days of signing the contract to be submitted.
  - d) Income Tax Return for any three of last four consecutive assessment years.
  - e) Pan Card & GST Registration Certificate.
  - f) Details of last three years Work Experience as on bid due date as vehicle supplier to Govt. Departments/PSU/NGO (copy of contract and work order(s) OR experience certificate for each year). Certificate should clearly mention nature of work and duration. Each contract should be for minimum one year duration.
  - g) An original affidavit on stamp paper sworn before First Class Magistrate/ Notary (dated after publication of this tender), stating that the firm/agency has not been debarred/blacklisted by any Central Govt./any State Govt./PSU organization as per Annexure 2 of this tender document.
  - h) Average annual turnover of Rupees 50 Lacs in any three of the last four consecutive financial years. Audited Balance Sheet and Profit & Loss Account from a qualified CA for any three of the last four financial years to be submitted.
  - i) Authorization Letter for signing of proposal in favour of signatory to tender documents as per Annexure 1 of this tender document.
2. Bihar Medical Services & Infrastructure Corporation Limited will open the tenders at the date and time as indicated in Notice Inviting Tender (NIT). In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the BMSICL, the tenders will be opened at the appointed time in the Conference Hall of BMSICL on the next working day.
  3. 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.
  4. 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 of BMSICL with reference to parameters prescribed in the tender.
  5. 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.
  6. The bidder should quote the rates in figures as well as in words. Alteration, if any, unless legibly attested by the bidder, with their full signatures shall invalidate the bid. If there is a discrepancy between the rates expressed in figures and words, the rate in words shall prevail.
  7. The bidder should take care that the rates/amounts are written in such a way that interpolation is not possible. No blank should be left which may otherwise make the bid liable for rejection.
  8. The price offered by the bidder/agency shall be valid for the entire contract/ extended period.
  9. 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, ESIC/ PF Employer & Employee Contribution, vehicle repair & maintenance, registration, insurance and state and national taxes and duties and no other charges will be payable to bidder/agency by BMSICL, except for Toll and GST .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 rate, taxes (except GST) and duties etc. while the rate contract is under execution.
  10. The bidder/agency shall provide the vehicles required by BMSICL at the destination mentioned.
  11. The agency by submitting it's 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.

12. Not with standing, anything contained in the Notice Inviting Tender (NIT), the BMSICL reserves the right to cancel/reject full or any part of the tender, without assigning any reason for the following grounds.
  - i. Any action on the part of the bidder to influence anybody of BMSICL will make his bid liable for rejection.
  - ii. BMSICL may, in writing, make any revision or change in the order, including additions or deletions from the Vehicle category, quantities mentioned in the tender document which shall be communicated by BMSICL.
  - iii. BMSICL reserves, further, the right to cancel the rate contract in whole or any part thereof and shall be entitled 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.
13. Upon receipt of the said cancellation notice, the agency shall not provide any services connected with the rate agreed in contract.
14. 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 BMSICL 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.
15. The BMSICL will place the orders for rate contracted vehicles based on the requirement of the Corporation.
16. Vehicles must have *Fastag* facilities for payment of toll charges.

## SECTION 4: SCOPE OF 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 BMSICL.
2. Vehicles are to be hired for the BMSICL head office at Patna, and also may be hired for offices located at different regions/districts of Bihar. Further vehicles also may be hired for officials of Health Department, Bihar and other related entities based on requirement. The Agency shall provide vehicles on short notice as and when required by BMSICL
3. The vehicle provided by the bidder/agency should
  - (i) Have commercial license issued from competent authority.
  - (ii) Have Commercial Taxi/ Cab Registration Numbers.
  - (iii) Be in good working condition, and preferably not more than 3 years old without any scratches/dents/noise *etc..*
  - (iv) Be equipped with fully functional air-conditioning system.
  - (v) Have State and National permit, as applicable.
  - (vi) Have good seats with clean covers/towels.
  - (vii) Be insured (3<sup>rd</sup> party insurance cover) and continue to be insured during the period of the contract.
  - (viii) Have Road tax paid, as applicable.
  - (ix) Conform to all transport Acts and pollution control norms [*Pollution Under Control (PUC)*] prescribed by the state or centre, by the Transport department from time to time.
  - (x) Be 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 working **Milometer**.
  - (xii) Have not been involved in any accident and no accidental claim of insurance should have been availed of.
  - (xiii) The same conditions as mentioned above shall be applicable to vehicles which the agency has sub-let from a third party.
4. The agency shall provide driver(s):
  - (i) Preferably between age group of 21 - 58 years and shall be in good health.
  - (ii) Possessing valid driving license for Commercial Light Motor Vehicles (LMVs)
  - (iii) Wearing clean uniform having name badge all the time.
  - (iv) Having workable mobile phone.
  - (v) Well trained, well behaved, reasonably educated, conversant with traffic rules/regulations and city/intra state roads/routes as well as security instructions.
5. The drivers shall be ready to travel & stay outstation at any time, as per the demand of the BMSICL.
6. The Agency should have minimum no. of following vehicles in the name of the Agency or Proprietor:

Type	Name of model/make	Minimum no of vehicles
1	Innova Crysta	5
2	Innova/Safari Storme/XUV 700/Tata Hexa Any other similar vehicle	
3	Xylo/Scorpio/Honda City/XUV 500/Brezza Any other similar vehicle	
4	Sumo/ Bolero/ TUV Any other similar vehicle	
5	Maruti Dzire/Honda Amaze/Tata Indigo/Baleno equivalent	

7. The agency/bidder shall be solely responsible for payment of commercial & road taxes or any other rate/fees/cess/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 agency will be required to submit proof of such, to BMSICL.
8. 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.
9. The cost of fuel should be borne by the agency/bidder and BMSICL, 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.

10. The bidder/agency will also be required to furnish a certificate stating that the drivers proposed to be deployed bear good moral character **have no criminal case pending against him/her** and have valid Aadhar card.
11. The driver(s) provided by agency/bidder, shall carry original/ photo 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 BMSICL.
12. In case, the driver of the vehicle is on leave or absent, the Agency will provide a replacement driver without any delay. However once assigned, the vehicle and driver will not be changed/replaced without prior permission of BMSICL. In the event of any replacement of vehicle without prior permission, a penalty of 1000/- for every such instance will be levied against the agency and the same will be deducted from their bills
13. If any appointed driver by the agency/bidder is not found fit for the work, BMSICL shall communicate this to the agency and it will be the responsibility of the agency to replace the driver at the earliest.
14. 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 BMSICL, on a daily basis. There should be no cut mark(s) or overwriting in the duty slip(s), log sheet. If found, so, the same shall be counter signed by the using officer/concerned officer in the BMSICL, else, such cut mark(s) or overwriting shall not be accepted by BMSICL. Separate log book for monthly vehicle shall be maintained by the driver/agency. All entries in the log book will be verified/countersigned by the concerned officers.
15. The Agency will ensure timely salary payment of these drivers of the vehicles provided by the bidder/agency.
16. 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. (Applicable only for vehicle hired on Monthly basis).
17. The recruited drivers of the Agency shall not be the staff/ or employee of BMSICL in anyway, nor can claim any advantage of it in any way or for any purposes whatever it may be.
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 BMSICL 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 all relevant 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 BMSICL. 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 BMSICL.
20. The Bidder shall provide vehicles as per requirement of the BMSICL and as and when 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).
21. 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.
22. In case of breakdown of any vehicle, the Bidder shall replace the breakdown vehicle within one hour failing which BMSICL has the right to hire vehicle from any other sources at the expense of the Bidder.
23. If any vehicle by the agency/bidder is not found fit for the work, BMSICL, shall communicate this to the agency and it will be the responsibility of the agency to replace the vehicle at the earliest.
24. The bidder/agency will be paid the toll rates as per actual, upon submission of the actual toll bills, duly signed by the officer of BMSICL travelling on the vehicle.
25. 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.
26. 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.
27. The Bidder shall indemnify BMSICL against all other damages/charges and expenses for which BMSICL 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. BMSICL 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.
28. BMSICL will be under no legal obligation to provide employment to any of the personnel of the bidder during/ expiry of agreement period and the BMSICL recognizes no employer-employee relationship between BMSICL and the personnel deployed by the agency.
29. All the vehicles provided to BMSICL 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.

30. Any repair & maintenance requirement of vehicles at BMSICL, shall be the responsibility of the Agency/Bidder. Any non- functioning vehicle shall be immediately notified by the concerned officer in BMSICL, 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.
31. 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.
32. BMSICL shall 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 providing services to BMSICL, strict action as per penalty provisions mentioned in the tender will be taken against the agency.
33. BMSICL shall not entertain any dispute between the agency and the vehicle owner (if agency provides a vehicle which has been sub-let from another party) on any issue related to functioning of the agency under the contract. In case of any such dispute affecting the performance of the agency in providing services to BMSICL, strict action as per penalty provisions mentioned in the tender will be taken against the agency including withholding of payment against the bills of the agency, till evidence of resolution of the dispute is submitted.
34. The no. of vehicles to be hired from an agency on monthly basis can be increased or decreased by BMSICL at any time based on requirement. Any increase or decrease in the requirement of no. of vehicles would be communicated to the Agency who will abide by the same and raise bill accordingly. BMSICL reserves the right to hire vehicles from any of the empanelled agencies for monthly hiring or daily hiring, without assigning any reason
35. The selected agency will have to observe ethical behavior and standards with the drivers. The BMSICL will have a right to hold an enquiry, and act to take appropriate action with respect to this aspect.

## **SECTION 5: ADDITIONAL TERMS AND CONDITIONS**

### **(A) EARNEST MONEY DEPOSIT (EMD)**

1. The tender shall be accompanied by Earnest Money Deposit (EMD) of **Rs. 50,000/- (Rupees Fifty thousand only)** in the form of Bank Guarantee (BG) issued by Nationalized and Scheduled Bank in favour of 'Bihar Medical Services & Infrastructure Corporation Ltd.' payable at Patna. 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 bidders 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 BMSICL 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 BMSICL, 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 BMSICL, if it fails to furnish the required Performance Security (PS) within the specified period.

### **(B) CONTRACT DURATION**

The tenure of the hiring of services under the contract is for 2 years, which may be extended for a further mutually agreed period of 1 year or more on terms and conditions based on the requirements, availability of resources funds and satisfactory performance of work done by the agency. Any such extension shall not be the right of the agency.

### **(C) SIGNING OF THE CONTRACT**

The contract document/Agreement should be executed within 10 days of the issue of the Letter of Intent (LoI). 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 form of a Bank Guarantee issued by a scheduled Bank in favour of BMSICL, for an amount of Rs 2,00,000/- (Rupees two lakh Only). The Bank guarantee shall be as per Performa at “**Annexure 4**” 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 the all contractual obligations including warranty.
- b) The performance security should be submitted before executing the contract/signing of the contract document positively. The contract shall be signed only after furnishing of performance security and the agency needs to ensure that the contract is executed within 10 days from the date of intimation. Non-fulfillment of this condition i.e. if the agency fails to submit the performance security and fails to execute the contract in the above specified timeline, will result in cancellation of the award and forfeiture of the EMD. In case of breach of contract by the agency/firm, or in the event of the firm failing to start work/denying to work/withdrawing from the offer after signing of the agreement, the performance security and EMD shall be forfeited by BMSICL and the firm/agency shall be blacklisted in addition to the termination of the contract.
- c) BMSICL reserves the right to amend the terms of the contract any time during the contract period or at the time of renewal/extension of contract.
- d) 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 BMSICL.
- e) In the event the agreement is extended beyond three years from the date of execution, the validity of the BG shall be accordingly extended by the agency.

### **(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) Not with standing, 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 N	Parameters	Applicable Penalty
1	Vehicle found with damaged Milo Meter	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.500 per instance along with cost of hiring paid by BMSICL from other sources.
4	Misbehavior of the driver	Rs.500 for 1 <sup>st</sup> instance, 2 <sup>nd</sup> instance – replacement of the concerned driver
5	Unclean vehicles	Rs. 500 per instance, along with replacement of the vehicle
6	Air conditioner of vehicle not working	Rs. 500 per instance, along with replacement of the vehicle

#### (F) PAYMENTS

- a) The Bihar Medical Services & Infrastructure Corporation Limited (BMSICL) 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 rates quoted in the tender for each of the vehicles and the requirement type (daily/monthly use).
- b) 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 Medical Services & Infrastructure Corporation Limited(BMSICL) till 7th day of the next month, along-with supporting documents (*Duty slip(s)/log book 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 Daily/Monthly basis). Adherence to the above timelines for submission of bills along with complete supporting documents is the sole responsibility of the Agency.
- c) The payment shall be released after necessary verifications and deducting penalties (if any) upon submission of Invoice as prescribed under GST Act 2017.
- d) The rates/prices, quoted by the bidder/agency in the financial bid, as per **Annexure 5**, shall remain same for the entire duration of the contract.

#### (G) 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 Intent (LoI) 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 BMSICL, 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) If the agency/bidder violates any of the terms and conditions of contract in any manner, or the agency is unable to provide satisfactory service or there is deficiency in service, the Performance Security shall be liable for forfeiture, and the contract may also be cancelled/terminated. Further, the agency shall be blacklisted for a reasonable period as decided by BMSICL.

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

**(H) TERMINATION FOR INSOLVENCY**

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

**(I) TERMINATION BY MUTUAL CONSENT**

In the event the BMSICL & 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.

**(J) INSURANCE**

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.
2. The BMSICL 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.

**(K) 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



## ANNEXURE 1: 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 " **Empanelment of Agencies for Hiring of Vehicles**" including signing and submission of all documents and providing information / responses to the Bihar Medical Services & Infrastructure Corporation Limited (BMSICL), representing us in all matters before the Bihar Medical Services & Infrastructure Corporation Limited 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 the day of 2023.

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 (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 2: FORMAT FOR AFFIDAVIT**

### **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, Mr./Mrs ....., (the names of the authorised person) of 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 Medical Services & Infrastructure Corporation Limited (BMSICL), or any other entity of Govt. of Bihar 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/Statutory Authority/Tax Authority, and as mentioned below:

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

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....., 2023.

Dated this..... Day of....., 2023.

Name of the Applicant .....

Signature of the Authorized Person

..... Name of the Authorized Person

### **ANNEXURE 3: TECHNICAL BID DETAILS (PARTICULARS OF THE BIDDING ORGANIZATION)**

*This is just an indicative format of the technical bid, to be used for information purpose ONLY. Actual technical bid format is available on the e-proc portal (<https://eproc2.bihar.gov.in>) and has to be submitted online through the e-proc portal only*

Name and full address of the Company	
Details of Registered Office and Patna office Address Telephone No(s) E-mail address: Company website: Year of Incorporation: Type of agency (Public Limited/Private Limited, partnership firm, proprietorship firm etc)	
Turn Over of the Company (in Rs. Lakh) for any of below 3 years: <b>2018-19:</b> <b>2019-20:</b> <b>2020-21:</b> <b>Average Annual Turnover:</b> PAN number (PAN)	
Goods and Services Tax (GSTN):	
Income Tax Return for any 3 of last 4 Assessment Years 2018-19, 2019-20, 2020-21, 2021-22	
Details of vehicles registered in name of proprietor/agency as per clause 6 of Section 4 of the bid document.	
Experience of providing the same type of vehicles (as mentioned in <b>Annexure 5</b> of this bid document) to Government departments/PSU/reputed NGOs (Mention names of the Govt. dept/ PSU/NGO & duration) in the last 3 years as on due date of submission of bids.	
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 (Authorised Signatory)	
Name: _____ Designation & Authority: _____ Place: _____ _____ Date: _____ _____ Stamp: _____ _____ Company Official Email: _____	

#### **ANNEXURE 4. FORMAT FOR PERFORMANCE BANK GUARANTEE**

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.:

Date:

To,

**THE MANAGING DIRECTOR,**

**BIHAR MEDICAL SERVICES & INFRASTRUCTURE CORPORATION LTD. (BMSICL)**

2<sup>nd</sup> & 3<sup>rd</sup> Floor, Swasthya Bhawan, Behind

IGIMS, Sheikhpura, Adjacent to State Health

Society, Patna-800014.

Dear Sir,

WHEREAS..... (Name of Bidder) hereinafter called "the Bidder" has undertaken, in pursuance of Contract dated ..... 2023 (hereinafter referred to as "the Contract") to implement the [Name of the project]: For hiring of Vehicles for Bihar Medical Services & Infrastructure Corporation Limited (BMSICL), Patna. 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 BMSICL, Bihar the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

1. The Bank hereby irrevocably and unconditionally guarantees the payment of *Rs. 200,000/- (Rupees two Lakhs only)* to BMSICL, Patna 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 BMSICL, Patna 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 BMSICL, Patna 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 BMSICL, Patna any and all sums demanded by BMSICL, Patna under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from BMSICL, Patna 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 **42 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 BMSICL, Patna 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 BMSICL, Patna 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 BMSICL, Patna or any other indulgence shown by BMSICL, Patna 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..... 2023

Witness

(Signature) (Signature) (Name)

Stamp(Official Address)

(Name) Bank Rubber

Designation with Bank

## **ANNEXURE 5– FINANCIAL BID**

*This is just an indicative format of the financial bid, to be used for information purpose only. Actual financial bid format is available on the e-proc portal (<https://eproc2.bihar.gov.in>) and has to be submitted online through the e-proc2 portal only.*

**Both Part (A) and (B) of this financial bid are to be submitted online only failing which bidder shall be disqualified.**

We agree to provide vehicles to Bihar Medical Services & Infrastructure Corporation Ltd. (BMSICL), in accordance with the terms of the tender document and thereby the contract, on the below rates:

### **(A) Financial bid for Monthly hiring vehicle**

Schedule/ Category No.	Type/Model of Vehicle (All models with AC)	Rate including fuel, tax, drivers salary etc.			
		Monthly rent for upto 1500 km running (Rs.)		Rate per extra km (Rs. per km)	
		In figures	In words	In figures	In words
1	Innova Crysta Any other similar vehicle				
2	Innova/Safari Storme/XUV 700/Tata Hexa Any other similar vehicle				
3	Xylo/Scorpio/Honda City/XUV 500/Brezza Any other similar vehicle				
4	Sumo/ Bolero/ TUV Any other similar vehicle				
5	Maruti Dzire/Honda Amaze/Tata Indigo/Baleno Any other similar vehicle				

Notes:

- Monthly rent is a fixed amount payable per month to the agency.
- Vehicles may be hired on monthly basis for the BMSICL office in Patna and also for other district offices located in Bihar and for officers of Health Department, Bihar
- For billing, limit would be 1500 km, beyond which, rate per km would be applicable.
- The rates should be inclusive of all the incidental cost like Petrol/Diesel, insurance, road tax, parking, servicing charge etc, as well as salary paid to Driver.
- Agency will be paid the toll rates as per actual, upon submission of the actual toll bills, duly signed by the officer of BMSICL
- Duty hours would be from 8 am to 8 pm on all days, and holidays. The time is indicative only and it may change as per need and duty timings could be higher.
- The Vehicle would be used for outstation journey too.
- GST will be paid extra, as applicable.
- TDS & other applicable taxes would be deducted as per rules
- Max distance payable from garage to office & office to garage is 10 km.
- Billing would be done pro-rata for vehicles used for less than a month i.e. payment would be prorated based on no. of days of the month the vehicle has been used irrespective of no. of kms.
- Bidders to quote for all categories of vehicles mentioned in the above table.

#### **Declaration by bidder:**

We agree to provide services at the quoted rates as above in accordance to the terms and conditions specified in this tender document.

**(Signature and seal of authorized signatory of Bidder)**

Name and designation of authorized signatory of Bidder

(B)

**Financial bid for Daily hiring of vehicle**

Schedule/ Category No.	Type/Model of Vehicle (All models with AC)	Rate including fuel, tax, drivers salary etc.					
		Local travel Rate per km (Rs.) (80 km/12 hrs.)		Outstation travel Rate per km (Rs.) (200 km/12 hrs.)		Rate per Extra K.M (Rs.) for Local & Out station	
		In figures	In words	In figures	In words	In figures	In words
1	Innova Crysta Any other similar vehicle						
2	Innova/Safari Storme/XUV 700/Tata Hexa Any other similar vehicle						
3	Xylo/Scorpio/Honda City/XUV 500/Brezza Any other similar vehicle						
4	Sumo/ Bolero/ TUV Any other similar vehicle						
5	Maruti Dzire/Honda Amaze/ Tata Indigo/Baleno Any other similar vehicle						

**Notes:**

- The rates should be inclusive of all the incidental cost like Petrol/Diesel, insurance, parking, road tax, service charge etc, as well as payment made to Driver.
- For outstation journey no separate night halt will be paid. The agency shall ensure that the driver and vehicle is equipped with all the required essentials for the no. of days the vehicle is used for outstation travel.
- For local travel vehicle will be hired for full day i.e. 12 hours. Minimum billing shall be for 80km per day.
- For outstation travel, minimum billing shall be for 200 km per day.
- GST will be paid extra, as applicable.
- Agency will be paid the toll rates as per actual, upon submission of the actual toll bills, duly signed by the officer of BMSICL using the vehicle
- Max distance payable from garage to office & office to garage is 10 km.
- TDS & other applicable taxes would be deducted as per rules.
- Bidders to quote for all categories of vehicles mentioned in the above table.

**Declaration by bidder:**

We agree to provide services at the quoted rates as above in accordance to the terms and conditions specified in this tender document

**(Signature and seal of authorized signatory of Bidder)**

Name and designation of authorized signatory of Bidder

**ANNEXURE 6: CHECKLIST FOR SUBMISSION**

Sl.no	Documents to be submitted	Submission Status (Yes/No)
1.	EMD/ Bid security amount of INR Rs. 50,000/- (Rupees fifty thousand only) in the form of Bank Guarantee (BG) issued by Nationalized and Scheduled bank in favour of 'MD, Bihar Medical Services & Infrastructure Corporation Ltd.', payable at Patna. Tender fees (incl. GST) for amount of Rs. 11800/- (Eleven Thousand Eight Hundred only) thorough online mode (on eproc-2).	
2.	Bihar Medical Services & Infrastructure Corporation Ltd.', payable at Patna. Copy of the Certificate of Incorporation issued by the Registrar of Companies or certificate issued by <b>appropriate authorities</b> as applicable for others (i.e. Partnership/ Proprietorship firm)	
3.	Audited Balance sheet, P/L for any 3 of following FY.	
3.1	<b>FY 2017-18 :</b>	
3.2	<b>FY 2018-19 :</b>	
3.3	<b>FY 2019-20 :</b>	
3.4	<b>FY 2020-21 :</b>	
4.	Experience of providing the same type of vehicles (as mentioned in <b>Annexure 5</b> ) of this bid document) to Government departments/PSU/reputed NGOs (Mention names of the Govt. Dept./ PSU/NGO & duration)	
5.	Copies of: PAN card, GST Registration & Copy of Income Tax Return (ITR), filed by bidder in any 3 of last 4 Assessment Years (2018-19, 2019-20, 2020-21 2021-22).	
5.1	PAN card	
5.2	GST registration certificate	
5.3	<b>ITR for any 3 of following AY.</b>	
5.3.1	<b>ITR of AY 2018-19:</b>	
5.3.2	<b>ITR of AY 2019-20:</b>	
5.3.3	<b>ITR of AY 2020-21:</b>	
5.3.4	<b>ITR of AY 2021-22:</b>	
6.	Details of vehicles registered in name of proprietor/agency as per clause 6 of Section 4 of the bid document. RC copy to be submitted.	
7.	Affidavit Sworn before notary stating that Agency/ Bidders 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 past3 years, from the last date of submission of bids/tender.	
8.	Power of Attorney (PoA) in favour of signatory of Tender Documents, as per the format mentioned	

Signature of Authorized Signatory:

Seal with Designation:

Place:

Date:

## Bank Guarantee Form for Earnest Money Deposit (EMD)

Date: [ insert: **date** ]

IFB: [ insert: **name and number of IFB** ]

Contract: [ insert: **name and number of Contract** ]

To:

Managing Director,  
Bihar Medical Services And Infrastructure Corporation Limited,  
Patna

WHEREAS [ insert: **name of Bidder** ] (hereinafter called “the Bidder”) has submitted its bid dated [ insert: **date of bid** ] for the performance of the above-named Contract (hereinafter called “the Bid”)

KNOW ALL PERSONS by these present that WE [ insert: **name of bank** ] of [ insert: **address of bank** ]

(hereinafter called “the Bank”) are bound unto [ insert: **name of Purchaser** ] (hereinafter called “the Purchaser”) in the sum of: [ insert: **amount** ], for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this [ insert: **number** ] day of [ insert: **month** ], [ insert: **year** ].

THE CONDITIONS of this obligation are the following:

1. If, after the bid submission deadline

- (a) the Bidder withdraws or amends its tender or impairs or derogates from the tender in any respect before signing of the agreement or
- (b) does not accept the Purchaser’s corrections of arithmetic errors in accordance with the Instructions to Bidders; or
- (c) 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 or
- (d) engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice

2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity

- (a) fails or refuses to sign the Contract Agreement when required; or
- (b) fails or refuses to issue the performance security in accordance with the Instructions to Bidders.

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

This guarantee will remain in full force up to and including [ insert: **the date that is 30 days after the period of bid validity** ].

For and on behalf of the Bank

Signed: \_\_\_\_\_

Date: \_\_\_\_\_  
in the capacity of: [ insert: **title or other appropriate designation** ]