

Notice Inviting Tender

Request for Bid for Hiring of Vehicles (Monthly Basis) for SPMU, Bihar Rural Livelihoods Promotion Society (BRLPS) under NRLM.

Request for Bid for Hiring of Vehicles (Monthly Basis) for SPMU, Bihar Rural Livelihoods Promotion Society (BRLPS) under NRLM.



TWO ENVELOPE BIDDING DOCUMENT THROUGH E-TENDER -
<https://eproc2.bihar.gov.in>

Tender No.: BRLPS/Proc/196/17/Vol.III/ 103359/09 Date: 06-02-2023

BIHAR RURAL LIVELIHOODS PROMOTION SOCIETY (BRLPS)

DEPARTMENT OF RURAL DEVELOPMENT,

GOVERNMENT OF BIHAR

1. Invitation for Tender

Bihar Rural Livelihoods Promotion Society (BRLPS) invites tender offers (Eligibility and Price) for Hiring of Vehicles (Monthly Basis). The bidding will be done online through **E-Procurement** at <https://eproc2.bihar.gov.in> BRLPS is a society registered under the Department of Rural Development, Government of Bihar.

The summary of tender details is as below:

Sr. No	Item Details	Particulars
1	Tender No.	BRLPS/Proc/196/17/Vol.III/ 103359/09
	Tender processing Fee (Non-Refundable) (in Rupees)	Rs. 590.00 (Inclusive of GST @18.00%) to be paid through e-payment mode (i.e. NEFT/RTGS/, Credit Card/Debit card/Internet Banking) at https://eproc2.bihar.gov.in
2	Tender Fee	Rs. 2,000.00 to be paid through e-Payment mode (i.e. NEFT/ RTGS, Credit/ Debit Card & Net Banking) only at https://eproc2.bihar.gov.in (non-refundable)
3	BID Security (EMD)	INR – 1,00,000 (One Lakh Only) to be paid in the form of Bank Guarantee/DD issued by any scheduled bank favoring Bihar Rural Livelihoods Promotion Society, Patna. Bidder has to upload the scanned copy of Bank Guarantee/DD on e-Proc portal and original copy of same should be submitted on or before the date of opening of technical bid, otherwise, the bid will be treated as non-Responsive. Bid received without bid security as above will be treated as non-responsive.
4	Pre-Bid Conference (Address)	<ul style="list-style-type: none"> Pre bid meeting will be held on 13-02-2023 at 04.00 PM at BRLPS Office, Vidyut Bhawan, Bailey Road, Patna. Queries and Clarifications, if any, will be uploaded on https://eproc2.bihar.gov.in as well as on official website of BRLPS at www.brlps.in Requests for clarification should be received by the Employer before 11/02/2023.
5	Contact person/Nodal Officer for queries	Dr. Santosh, Procurement Specialist Phone: 0612-2504980 (Extn. 242) Email: proc.sp@brlps.in

6	Start Date/Time of download of Tender Document	06/02/2023 through https://eproc2.bihar.gov.in
7	Last Date/Time of download of Tender Document	21/02/2023 till 15:00 hrs. through https://eproc2.bihar.gov.in
8	Last Date/Time for uploading the Tender Document	21/02/2023 till 16:30 hrs. through https://eproc2.bihar.gov.in
9	Date/ Time for opening of Tender Document (Technical)	21/02/2023 till 17:00 hrs. through https://eproc2.bihar.gov.in
10	Date/ Time for opening of Tender Document (Financial)	Will be communicated to the technical qualified bidder/s through email.

Note: - Bids will be opened online on the specified date. Notice of any changes will be provided through <https://eproc2.bihar.gov.in> and shall also be published on official website of BRLPS. Further, Price bid/Financial bid Opening Date, Time will be intimated to the technically qualified bidder/s through email.

Sd/-
Chief Executive Officer cum Mission Director
Bihar Rural Livelihoods Promotion Society,
Government of Bihar

1.1 Tender Calendar:

Item Details	Target Date
Start Date/Time of download of Tender Document	06/02/2023 through https://eproc2.bihar.gov.in
Last Date/Time of download of Tender Document	21/02/2023 till 15:00 hrs. through https://eproc2.bihar.gov.in
Last Date/Time for uploading the Tender Document	21/02/2023 till 16:30 hrs. through https://eproc2.bihar.gov.in
Date/ Time for opening of Tender (Technical)	21/02/2023 till 17:00 hrs. through https://eproc2.bihar.gov.in
Date/ Time for opening of Tender (Financial)	Will be communicated to the technical qualified bidder/s through email.

1.2 Definition:

In this tender document and associated documentation, the following terms shall be interpreted as indicated below:

- I. **"The Bidder"** means company/firm participating in this bidding process.
- II. **"Eligible Bidder"** means bidder satisfying qualifying criteria.
- III. **"The Purchaser"** means Chief Executive Officer cum Mission Director, Bihar Rural Livelihoods Promotion Society (BRLPS), Govt. of Bihar.
- IV. **"The Successful Bidder/Service Provider"** means the successful bidder and on whom BRLPS have placed a Letter of Intent/Contract Agreement for rendering the services as per the RFP and with whom the Purchaser enters into contract against this tender.
- V. **"The Contract"** means an agreement entered into, by the Purchaser with the successful bidder by signing a contract form in a given format by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein.
- VI. **"The Contract Price"** means the price payable to the Successful Bidder under the contract for the full and proper performance of its contractual obligations.
- VII. **"Services"** means services to be provided as per the requirement mentioned in the scope of work.
- VIII. **"Non-compliance"** means failure/refusal to comply the terms and

conditions of the tender.

- IX. **“Non-responsive”** means failure to furnish complete information in a given format and manner required as per the tender documents or non-submission of tender offer in given Forms / Proforma or not following procedure mentioned in this tender or any of required details or documents is missing or not clear or not submitted in the prescribed format or non-submission of tender fee and EMD.
- X. **“BRLPS”** means Bihar Rural Livelihoods Promotion Society.
- XI. **“PBG”** means Performance Bank Guarantee.
- XII. **“Letter of Intent (LoI)”** means a letter issued by the Tendering Agency (BRLPS) indicating his intention to place Purchase Order/Contract on the successful bidder.

2. Instructions to the Bidders

2.1 Bid submission

Bidder will submit technical and financial proposal through <https://eproc2.bihar.gov.in>.

2.2 Joint Venture/Consortium

Joint Venture/Consortium is not allowed.

2.3 Submission of Tender Offers

Online tenders at <https://eproc2.bihar.gov.in> will be received on before the time and date specified in the schedule of the tender notice. In the event of the specified date for the submission of tender offers being declared a holiday, the offers will be received up to the appointed time on the next working day.

Purchaser may, at its discretion, extend this deadline for submission of offers by issuing corrigendum and uploading the same on BRLPS website.

2.4 Method of Submission of Tender Form

Two bid system shall be followed as Eligibility Bid and Price Bid. Both, the Technical and Financial bids have to be submitted through <https://eproc2.bihar.gov.in>. The evaluation system followed is mentioned below.

- (a) The Price bid/Financial bid shall be prepared as per the Price bid/Financial bid format provided at <https://eproc2.bihar.gov.in> in Excel format and shall be uploaded duly signed and sealed.
- (b) The Price bid/Financial bid shall be submitted exactly as per the format given. Any deviation will lead to rejection of whole Price Bid/Financial Bid.

- (c) The bidders shall submit their eligibility and qualification details, Certificates etc.as mentioned in bid, in the online standard formats given in e-Procurement web site (<https://eproc2.bihar.gov.in>) at the respective stage only.
- (d) 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 web site (<https://eproc2.bihar.gov.in>).
- (e) The bidder shall upload the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity using their digital signature.
- (f) Online portal will allow submission of alternate bid nor will allow to submit bid after deadline for submission as above.
- (g) For support related to e-tendering process, bidders may contact at following address during working hours: 8AM to 7PM (All days in week except Sunday and few selected state holidays on "eProc 2.0 Help Desk Address: mjunction services limited RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna 800 014, Bihar. Tollfree No: 1800 572 6571" or may contact on Email Id: eproc2support@bihar.gov.in
- (h) **Corrigendum/ Addendum**, if any, will be published on e-Procurement, Bihar <https://eproc2.bihar.gov.in> and the departmental website at www.brlps.in also.
- (i) BRLPS will first open the Technical Bids and the Bidders qualifying the eligibility criteria in technical evaluation will be considered as Technically Qualified Firm. The Price bids/Financial bids of all technically qualified Bidders will be opened for further processing. Price bid/Financial bid opening date and time will be informed to the technically qualified Bidders before Price bid/Financial bid opening.

Clarification of Bids

A prospective bidder requiring any clarification of the bidding documents may notify the BRLPS in writing through E-mail on the ID provided above. The BRLPS will respond in writing to any request for clarification of the bidding documents through corrigendum to be published on <https://eproc2.bihar.gov.in> and the departmental website at www.brlps.in Requests for clarification on telephone will not be entertained. The bidder has to submit any query before due date mentioned in the tender document. Clarifications given in the pre bid shall form part of the RFP.

Format and Signing of Bids

Each and every page of the bid shall be signed by authorized person or persons for uploading. **Bidder has to upload undertaking (format provided in this bidding document) along with the technical bid.**

2.5 Late Tender Offers/ Late bid

Online Tender Portal will not allow uploading the bid after due date and time. Any bid outside <https://eproc2.bihar.gov.in> will not be entertained.

2.6 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its tender, and the Purchaser will, in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

2.7 Tender Form and Tender Fee:

The tender document is available at <https://eproc2.bihar.gov.in>. Tender Fee of **Rs. 2000/-** (Rupees Two Thousand Only), is to be paid through e-payment mode (i.e., NEFT/RTGS/, Credit Card/Debit card/InternetBanking). The tender fee shall be non-refundable.

2.8 Bid Security Deposit

Bid Security of **Rs. 1,00,000** (Rupees One Lakh only) to be paid either in the form of Demand Draft or Bank Guarantee issued by any scheduled bank favoring Bihar Rural Livelihoods Promotion Society, Patna. Bidder has to upload the scanned copy of Demand Draft/Bank Guarantee on e-Proc portal and original copy of same should be submitted on or before the date of opening of technical bid, otherwise, the bid will be treated as non-Responsive. Bid received without bid security as above will be treated as non-responsive.

The Bid Security may be forfeited in case, if a successful bidder fails:

- i. To execute the agreement / contract within given period of time from the date of the issue of the Letter of Intent.
- ii. To submit **Performance Bank Guarantee** (PBG) as specified in the terms and conditions.
- iii. No interest shall be payable by BRLPS to the Bidder(s) on Earnest Money/Bid Security Deposit for the Period of its Currency.
- iv. In case of withdrawal of bid after opening.

Bid Security will be returned to the successful bidders only if bidder submits performance security (Bank Guarantee) as specified in tender document. For the unsuccessful bidders, it will be returned within 15 days of finalization of bids.

2.9 Offer Validity period

The tender offer must be valid for minimum **90 days** from the date of opening of online tender. However, the Purchaser may extend this period at its sole discretion, information of which will be communicated to the participating bidder through official website of BRLPS.

2.10 Pre-bid conference

A Pre-Bid conference/meeting of all the interested bidders will be held at the scheduled date and time. The bidders may also submit their queries through email to the address specified in the Section of Invitation for Tender. In pre-bid meeting queries of general nature will be entertained. Any changes decided in the pre-bid shall be communicated to bidders through corrigendum. The corrigendum and pre-bid clarifications will also form a part of this bid document and the same will be uploaded on <https://eproc2.bihar.gov.in> as well as BRLPS website.

2.11 Erasure, Alternation & Signing of Tender

Tender documents should contain no interlineations, erasures or overwriting. Clear readable attachments are to be uploaded.

2.12 Costs & Currency

The Price offer must be given in Indian Rupees (INR) only. The service charges quoted by the agency will remain fixed for the period of the contract and no changes for any reason whatsoever will be allowed. The bidder shall bear all the costs associated with the preparation and submission of its bid, and the purchaser will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

2.13 Offer Price

The Price bid/Financial bid will be inclusive of GST, Income taxes and other taxes. The variation (increase / decrease) shall only be allowed in case the appropriate Government increases/decrease the tax slab.

2.14 Bid format

Authorized signatory must sign and affix the seal in all the pages of the response document. Relevant documents must be uploaded as proof wherever necessary.

2.15 Right to Alter Items

The Purchaser reserves the right to include or exclude any tender item(s), and also the Purchaser reserves the right to make change in specifications up to the pre bid meeting closure.

2.16 Modification and Withdrawal of Offers

The bidders will not be allowed to modify their bids after final submission. Withdrawal of original offer will not be allowed after opening of bid. No offer can be modified by the Bidder, once bid is finally submitted. However, a bidder can submit letter in hard copy to the office for withdrawal of their bid from the bidding process before opening of bids.

2.17 Preliminary Scrutiny

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each offer to the tender documents. For purpose of this

clause, a substantially responsive bid is one, which is in conformity with all the terms and conditions of the Tender Documents without any material deviations. The Purchaser's determination of an offer's responsiveness will be based on the contents of the tender offer itself without recourse to extrinsic evidence.

2.18 Tender Evaluation

The selection process would be Least Cost Selection (LCS) wherein the lowest evaluated Price bid of technically qualified firm will only be considered.

Evaluation of Financial Proposal (Price bid)

1. In the second stage, the financial evaluation will be carried out as per this Clause.
2. For financial evaluation, the quoted amount (in words) indicated in the Financial Bid only shall be considered. On financial evaluation, the firms who has quoted the lowest evaluated price will be considered.
3. For arriving the lowest evaluated price, the following formula will be used by the BRLPS-
 - i. If the monthly rental of a vehicle is Rs. 18000/- for 1500 kilometers, the average will be obtained by dividing Rs. 18000.00 / 1500 kilometer = Rs. 12.00
 - ii. If the additional per kilometer rate is Rs. 35/-, the average rate will be obtained by adding Rs. 12.00 (as above) + Rs. 35.00 / 2 = 23.50
4. BRLPS will determine whether the Financial Bids are complete, and unconditional. The cost indicated in the Financial Proposal shall be deemed as final reflecting the total cost of services.

2.19 Clarification of Offers

To assist in the scrutiny, evaluation and comparison of offers, the Purchaser may, at its discretion, ask some or all the Bidders for clarification on their offers at any of the stages mentioned therein and the same may be sent through email (proc.jeevika@gmail.com). However, in such cases, reply of clarifications shall be sent to the Purchaser through return email.

2.20 Amendment of bidding Document

- a. At any time prior to the deadline for submission of bids, the purchaser may, for any reason, whether on its own initiative or in response to the request for clarification by a prospective bidder, modify the bidding documents.
- b. In order to allow prospective bidders reasonable time to take into the consideration the amendments while preparing their bids, the purchaser at its discretion may extend the deadline for the submission of bids.

2.21 Language of Bid

The bid, as well as all correspondence and documents relating to the bid exchanged by the bidder and the purchaser, shall be in English language only. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an appropriate translation in English/Hindi language and in such a case, for purpose of interpretation of the bid, the translation shall govern.

2.22 Confidentiality

- a. The Bidder shall keep confidential any information related to this tender with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason whatsoever.
- b. At all times during the performance of the Services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the terms of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.
- c. The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any attachment.
- d. The obligations of confidentiality under this section shall survive rejection, expiry or termination of the contract.
- e. The bidder will abide by all applicable rules and laws of land.

2.23 Performance Bank Guarantee (PBG):

- a) Successful Bidder shall submit a Bank Guarantee for an amount of Rupees 2.00 (Two) lakhs in prescribed format as attached.
- b) Performance Bank Guarantee will be issued from a Scheduled Commercial Bank only promising payment of the guaranteed sum or part thereof to the BRLPS, on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BRLPS shall be treated as conclusive proof for payment. A model Bank Guarantee format is enclosed as Annexure.
- c) Performance Bank Guarantee (PBG) shall be valid up to 18 months from the date of signing of the agreement or for any extended period of the contract wherever applicable. In case of extension of contract, the

service provider will have to extend validity of the of the performance PBG).

- d) The provisions regarding sanctions for violation in the agreement include forfeiture of Performance Security in case of decision by the BRLPS.

2.24 SCOPE OF WORK

Monthly Basis - Rate with fuel

- a. The agency has to provide the vehicle on monthly basis. The vehicle will be under use of BRLPS only for the period of contract and the payment will be made on monthly basis upon submission of bill/s.
- b. The hired vehicles should 2017 model or later.
- c. The vehicle may also be used for outstation. Outstation allowance (night halt) – Rs 200.00 will be paid directly to the driver by the BRLPS.
- d. Max distance payable from garage to office & office to garage is 05.00 km each side.
- e. The quoted rates should be inclusive of all the incidental cost like mobile charge, servicing charge etc.
- f. The total number of vehicles to be provided will be as per the requirement of BRLPS.

2.25 Terms & Conditions

- 1 The vehicle provided must be registered in Bihar and properly insured including 3rd party insurance cover. The service provider will be responsible for any misconduct of the drivers.
- 2 The Driver must have the professional licenses and properly dressed during the duty hour. The driver should have mobile phone for smooth communication with BRLPS.
- 3 Behavior of the driver should be satisfactory and must follow the traffic rules and should have clean background and police record. In case, the driver of the vehicle (monthly rental) is on leave or absent, the service provider will provide a replacement driver without any delay.
- 4 TDS will be deducted at source from hiring bill/s.
- 5 No hire charge will be paid in case the service provider fails to provide vehicle and provide vehicle/vehicles which is/are not as per purpose of demand of vehicle.
- 6 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 Service Provider.

- 7 The BRLPS reserves the right to terminate the contract with 15 days' notice due to deficiency in services and immediately on unauthorized Act.
- 8 There will be a log book for monthly rental basis vehicle. All entries in the log book will be made by the concerned officer using vehicle.
- 9 The service provider will submit the attested copy of owner book, other papers of the monthly vehicle/s and details of the driver of monthly vehicle/s including attested copy of driving license. The service provider will not change the driver and vehicle frequently without prior approval of BRLPS.
- 10 In case of any Loss, damage or accident, total responsibility lies with "service provider" and driver and BRLPS will not have any responsibility. The Service Provider shall indemnify the BRLPS against all other damages/charges and expenses for which BRLPS may be held liable or pay on account of the negligence of the Service Provider 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 BRLPS shall not be responsible financially or otherwise for any injury to the driver or person deployed by the Service Provider during the course of performing duties.
- 11 Service Provider and driver will be fully responsible in case unauthorized/ illegal materials are found in the vehicle during the use by the officials of the BRLPS.
- 12 Rates will not be revised for the contract period.
- 13 Parking & toll taxes will be reimbursable on actual basis. If the service provider, has paid toll tax via FASTag, then it will be required to mention the same in the duty slip, and copy of the e-bill shall be submitted at the time of submission of bills.
- 14 Vehicle model should 2017 or later and the vehicle should be in very good conditions. Bidders must have Application/GPS based vehicle movement with location and kilometer tracking.
- 15 That the vehicle should be in good condition without any scratches/dents/noise etc. and should be provided on time. Replacement of vehicle shall be done immediately in case of change in vehicle due to repair, maintenance or any other condition with equally good condition vehicle.
- 16 The Service Provider will be responsible for appropriate insurance coverage and the same should continue to be insured during the period of contract. In this regard, the Service Provider shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Service Provider shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the Service Provider, or its staff. The Service Provider shall provide the

- Client with certification thereof upon request.
- 17 There shall be no employer employee relationship between the BRLPS and the personnel to be deployed by the service provider in the contract service.
 - 18 The service provider 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 may be required to submit proof of such, to the BRLPS.
 - 19 In case of vehicle breakdown, a substitute vehicle shall be provided by the agency immediately within reasonable time. In case vehicle does not report within the reasonable time or does not report at all, BRLPS would have a right to hire a vehicle from the market and the additional cost incurred by the BRLPS will be borne by the agency.
 - 20 The vehicle should be clean and also equipped with First Aid Box, towels, air freshener, tool kit and Stepneys while reporting for duty.
 - 21 If the vehicle is required essentially on any day, the service provider shall provide the vehicle on the same rates.
 - 22 The service provider shall comply with all central, local and state regulations and enactment pertaining to deployed driver and BRLPS shall have the right to enquire into and decided all complaints on such matters.
 - 23 The service provider shall adhere and pay all contributions, subscriptions, premium, fee and dues to statutory norms as per the law. The service provider has to ensure payment to drivers as per Bihar Minimum Wages etc. including modifications as and when updated by the competent authority.
 - 24 BRLPS stands indemnified from any legal or financial issues the service provider may have with its deployed driver/s. BRLPS also stands indemnified for any damages/personal injury/death caused to the driver in the discharge of service provider contract with BRLPS for hiring of vehicles on rental basis.
 - 25 The service provider is fully responsible for obtaining licenses, all types of required insurances, wages to the driver/s in respect of this contract and BRLPS will not be responsible in any manner.
 - 26 The service provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to BRLPS to the concerned tax collection authorities from time to time as per extant rules and regulations in the matter failing which its payments are liable to be withheld and contract terminated, as may be deemed appropriate.
 - 27 BRLPS reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage for the smooth and timely provision of services.

4. ELIGIBILITY CRITERIA (The bidder has to submit all relevant documents / Copies as proof for Qualifying)

Marking Scheme for Technical Bid evaluation in LCS:

SI No.	Particulars	Documents to be submitted
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 st March, 2022. Joint Venture/Consortium is not allowed.	For Company- Copy of the Certificate of Incorporation issued by the Registrar of Companies (RoC) under companies act 1956/2013. For Partnership Firm- Certificate issued under shop & establishment Act along with Partnership deed under Partnership Act 1932. For Proprietorship firm- Certificate issued under shop & Establishment act
2	The entire vehicle to be supplied on hiring should be registered under Motor Vehicles Act. Bidder/Agency should have at least 2 vehicles of any make/model registered in the name of agency/bidder.	Signed photocopy of the following documents should be submitted for both the vehicles- 1.owner book 2. insurance copy 3. pollution certificate
3	Bidder should have Annual Average Turnover of minimum Rs. 50.00 lakh during the last three financial years, i.e., (2021-2022, 2020-2021 & 2019-2020).	Signed and sealed photocopy of Audited Financial Statements or Turnover certificate issued by the Auditor of the agency should be submitted.
4	Should have experience of providing vehicles on hiring to at least one Government Clients/Public Sector Companies/Banks/Private Sector Companies during last three years (2019, 2020 & 2021).	Signed photocopy of experience certificate/s from at least one client pertaining to the services provided during years of 2021, 2020 & 2019 should be

		submitted.
5	The bidder must not be Blacklisted / banned / convicted by any court of law for any criminal or civil offences/ declared ineligible by any entity of any State Government or Govt. of India or any local Self- Government body or public undertaking in India for participation in future bids for unsatisfactory performance.	Affidavit sworn before Notary Public must be uploaded.

5. PAYMENT TERMS

Payment shall be made on monthly basis after completion of one calendar month and submission of bill along with fuel bills and other receipts, if any. No interest will be payable on delayed payments, if any.

6. SIGNING OF CONTRACT

Submission of Performance Bank Guarantee (PBG) to the BRLPS shall be done by the bidder within 10 (ten) working days after notification of the award (LoI). Contract will be signed with the successful bidder within a week after submission of Performance Bank Guarantee. The Performance Bank Guarantee (PBG) may be verified from the issuing Bank.

7. CONTRACT AMENDMENTS

Subject to condition of contract no variation in or modification of the terms of the contract shall be made except by amendment signed by both the parties.

8. TERMINATION

The BRLPS may, without prejudice to any other remedy, by written notice of termination sent to the Service provider, terminate the contract, in whole or part, without any liability to the BRLPS whatsoever, if: -

- a) The Bidder fails to deliver any or all of the services within the periods specified in the contract, or within any extension thereof granted by the BRLPS pursuant to conditions of contract or if the Bidder fails to perform any other obligations under the contract;
- b) The Bidder becomes bankrupt or otherwise insolvent. In any of the above event termination will be without compensation to the Bidder, and that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the BRLPS.
- c) For termination of the contract, either party should give minimum one months' prior written notice.

9. NON-DISCLOSURE AGREEMENT

- 9.01 The bidder (and his employees) shall not disclose any part or whole of this RFP document, of the proposal and/or any specification, plan, drawing, pattern, sample or information furnished by BRLPS (including the users) in connection therewith to any person other than a person employed by the bidder in the performance of the proposal and/or contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The employees or the third party such as security personnel, etc. engaged by the bidder will maintain strict confidentiality.
- 9.02 The bidder, his / her employees and agents shall not make any use of any document or information given by user except for the purposes of performing the contract award.
- 9.03 In case of any breach, the BRLPS shall take such legal action as may be required.

10. FORCE MAJEURE

- 10.01 For purpose of this clause, Force majeure means an event beyond the control of the service provider not involving the service provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 10.02 If a Force majeure situation arises, the service provider shall promptly notify the BRLPS in writing of such conditions and the cause thereof. Unless otherwise directed by the BRLPS in writing, the supplier/Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force majeure event.

11. TERMINATION FOR INSOLVENCY

The BRLPS may at any time terminate the Contract by giving written notice to the Service provider, if the Service provider becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the BRLPS.

12. RESOLUTION OF DISPUTES AND ARBITRATION

- 12.01 The Purchaser and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

If, after ninety (90) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Service Provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. For any such arbitration, a single arbitrator may be appointed with mutual consent of both the parties. The decision of sole arbitrator shall be acceptable to both the parties.

If any of the party is unsatisfied with the decision of sole arbitrator, they may give notice to the other party of its intention to commence arbitration as per Indian Arbitration and Conciliation Act, 1996. The arbitration proceedings shall take place in Patna, Bihar and English/Hindi shall be the language for Arbitration Proceedings.

12.02 Any kind of legal matter will be in Patna jurisdiction only.

13. SERVICE LEVEL AGREEMENT

Sl. No.	Parameter	Penalty	Source
01	Vehicle found not in proper running condition	Rs. 1,000 per instance, along with replacement of the vehicle	Remarks by the traveler/user/B RLPS's authorized person on logbook
02	Failure in providing vehicles on scheduled time	Rs.100 per hour of delay	Remarks by the traveler/user/B RLPS's authorized person on logbook.
03	Failure in providing Replacement vehicle within 03 hours	Rs.1000 per instance along with cost of hiring paid by BRLPS from other sources.	Copy of mail where agency was informed by BRLPS
04	Misbehaviour of the driver	Rs.500 for 1st instance	Copy of mail where agency was informed by BRLPS

Notarized Undertaking

(To be submitted along with Eligibility Bid)

We, the undersigned hereby give our unconditional acceptance to all the Clauses of Request for proposal against the Tender no. BRLPS/Proc/196/17/Vol.III/ 103359/09 dated 06-02-2023.

We unconditionally agree that BRLPS has all the rights to evaluate the bids and the decision taken by the BRLPS will be final and binding on us.

We agree that BRLPS reserves the right to cancel the order without any liability to the BRLPS if the progress is not satisfactory in terms of quality, quantity and time. In such a case, the BRLPS reserves the right to award the contract to any other Bidder to complete the work.

Further, we unconditionally agree that in the event of our deviation from the tender conditions during the execution of the assignment which results in project delays or affects the quality of the output, BRLPS can terminate the contract without assigning any reasons and we will not lodge any claims on BRLPS for any liabilities.

For the Bidder's Firm

(Authorized Signatory with Name and Stamp)

Format of Performance Bank Guarantee (PBG)

In consideration of M/s _____ having its registered office at _____ (herein after called the Principal), on the first part and M/s. _____ of _____ (herein after referred to as Bidder) on the second part, having agreed to accept a sum of Rs _____ (Rupees _____) in the form of Performance Bank Guarantee towards Agreement for the request for proposal for procurement of _____ we _____ (Name of The Bank), hereinafter referred to as the Bank), do hereby undertake to pay to the Principal on demand within 3 (three) working days without any demur and without seeking any reasons whatsoever, an amount _____ not exceeding _____ (Rupees _____) and the guarantee will remain valid up to _____ (36 months after the signing of the contract, i.e., _____ (date). The Performance Bank Guarantee shall be extended from time to time as required by the Principal. We undertake not to revoke this guarantee during this period except with the previous consent of the Principal in writing and we further agree that our liability under the Guarantee shall not be discharged by any variation in the term of the commercial offer. No interest shall be payable by the Principal to the Bidder(s) on the guarantee for the period of its currency. Dated this _____ day of _____ 2021

For the bank of _____
(Agent/Manager)

For Bidder's firm

(authorized Signatory with name and stamp)

Contract Agreement

This CONTRACT named “.....” (hereinafter called the “Contract”) is made on the day of the month of....., 2023, between, on the one hand, Bihar Rural Livelihoods Promotion Society (BRLPS) (hereinafter called the “Purchaser”) and, on the other hand, .(herein-after called the “Service providers”).

WHEREAS

- (a) The Purchaser has requested the Service Provider to provide “.....”(herein called the Services);
- (b) the Service provider, having represented to the Purchaser that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this contract at a contract price of Rs..... ;
- (d) from Purchaser side Mr./Ms.,has been assigned to administer the assignment and to provide the Service Provider with all relevant information needed to carry out the assignment;
- (e) from Service provider side Mr./Ms.....has been assigned to administer the assignment and to provide all relevant information regarding the assignment to the Purchaser.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) Letter of Intent
 - (b) RFP/NIT no. BRLPS/Proc/196/17/Vol.III/ 103359/09 dated 06th February 2023 and corrigendum/addendum issued from time to time
 - (c) Financial Bid submitted by Service Provider
 - (d) Queries and Clarifications

2. The mutual rights and obligations of the Purchaser and the Service Provider shall be as set forth in the Contract, in particular:
- (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Purchaser shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day of month of 2023 first above written.

For and on behalf of
Service Provider

For and on behalf of
Bihar Rural Livelihoods Promotion Society

Name:
Designation:

Name:
Designation: