

Office- Civil Surgeon, Saran, Chapra

NOTICE INVITING TENDERS

1. The District Health Society (DHS), Saran, Bihar intends to select agency via tendering process for hiring of vehicles for Mobile Health Team under Rashtriya Bal Swasthya Karyakram (RBSK), for the period of **2 year** from the date of contract agreement.
2. DHS invites bids from eligible business entities, in providing the services as mentioned in this tender document.
3. Tender document (Hard Copy) may be collected from DHS on payment of Rs. 100/- (One hundred rupees only) or soft copy of tender document can be downloaded free of cost from the website www.dhssaran.org.

4. Schedule of Events

Sno.	Event Description	Timeline
4.1	Last Date & Time for Submission of Bidding Documents along with Bid Security/EMD	03 JAN 2023 at 5PM
4.2	Date & Time of opening of Bid	04 JAN 2023 at 1PM
4.3	Pre-Bid Meeting (Date & Time)	23/12/2022 at 1PM
4.4	Pre- Bid Meeting Venue	District Health Society Saran, Sadar Hospital Campus, Chapra

Note:-

- i. No tender will be accepted after last date & time for submission of Bid Documents along with Bid Security/EMD in any circumstances.
 - ii. Tender must be submitted through Speed Post or Registered Post only. Physically submitted tenders will not be accepted.
5. The tender shall be accompanied by Bid Security / Earnest Money Deposit (EMD) for the sum of Rs. 612000 <Include as per Appendix-H i.e. 5% of the annual cost for hiring of vehicle(s)> (<Six Lakhs Twelve Thousands Only>) in the shape of Demand Draft from any Schedule Bank in favour of "District Health Society, Saran". No bidder is exempted from submitting of EMD as mentioned in the tender document. Tenders without the Bid Security/EMD will summarily rejected.
 6. All prospective bidders/tenderers may attend the Pre-Bid meeting to seek clarification on any aspects of the tender document. The venue, date and time are indicated in Schedule of Events as in **Clause 4** above.
 7. The Bidder's authorized representative may attend the Pre-Bid meeting and tender opening (technical bid) on the date and time mentioned above.
 8. In the event of any of the above mentioned dates being declared as a holiday/ closed day for DHS, the tenders/EMD will be received/opened on the next working day at the time.
 9. DHS reserves the right to accept or reject any or all tender or change the terms and condition of NIT or cancel the NIT without assigning any reasons at any stage and time.


5/12/22
Civil Surgeon
Saran, Chapra

District Health Society, Saran
Sadar Hospital Campus, Chapra, Pin-841301

Date: → 06/12/2022

Tender Reference No.: 2558/22 (Rate contract - Hiring of Vehicles)/2022-23

Notice Inviting Tender (NIT) for selection of agency for Hiring of 30 nos. of Vehicle(s) for Mobile Health Team under Rashtriya Bal Swasthya Karyakram (RBSK) in District Health Society, Saran, Bihar

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DHS	District Health Society
EMD	Earnest Money Deposit
EPF	Employees' Provident Funds
ESIC	Employees State Insurance Corporation
GST	Goods and Services Tax
LCS	Least Cost Selection
PA System	Public Address System
PAN	Permanent Account Number
PFMS	Public Financial Management System
PS	Performance Security
PUC	Pollution Under Control
RC	Registration Certificate
URL	Uniform Resource Locator

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SECTION- I

NOTICE INVITING TENDERS

1. The District Health Society (DHS), Saran, Bihar intends to select agency via tendering process for hiring of vehicles for Mobile Health Team under Rashtriya Bal Swasthya Karyakram (RBSK), for the period of **2 year** from the date of contract agreement.
2. DHS invites bids from eligible business entities, in providing the services as mentioned in this tender document.
3. Tender document (Hard Copy) may be collected from DHS on payment of Rs. 100/- (One hundred rupees only) or soft copy of tender document can be downloaded free of cost from the website www.dhssaran.org.

4. Schedule of Events

Sno.	Event Description	Timeline
4.1	Last Date & Time for Submission of Bidding Documents along with Bid Security/EMD	03-01-2023 at 05PM.
4.2	Date & Time of opening of Bid	04-01-2023 at 01PM.
4.3	Pre-Bid Meeting (Date & Time)	23-12-2022 at 01PM.
4.4	Pre- Bid Meeting Venue	District Health Society Saran, Sadar Hospital Campus, Chapra

Note:-

- i. No tender will be accepted after last date & time for submission of Bid Documents along with Bid Security/EMD in any circumstances.
 - ii. Tender must be submitted through Speed Post or Registered Post only. Physically submitted tenders will not be accepted.
5. The tender shall be accompanied by Bid Security / Earnest Money Deposit (EMD) for the sum of Rs. 612000 <Include as per Appendix-H i.e. 5% of the annual cost for hiring of vehicle(s)> (<Six Lakhs Twelve Thousands Only>) in the shape of Demand Draft from any Schedule Bank in favour of "District Health Society, Saran". No bidder is exempted from submitting of EMD as mentioned in the tender document. Tenders without the Bid Security/EMD will summarily rejected.
 6. All prospective bidders/tenderers may attend the Pre-Bid meeting to seek clarification on any aspects of the tender document. The venue, date and time are indicated in Schedule of Events as in **Clause 4** above.
 7. The Bidder's authorized representative may attend the Pre-Bid meeting and tender opening (technical bid) on the date and time mentioned above.
 8. In the event of any of the above mentioned dates being declared as a holiday/ closed day for DHS, the tenders/EMD will be received/opened on the next working day at the time.
 9. DHS reserves the right to accept or reject any or all tender or change the terms and condition of NIT or cancel the NIT without assigning any reasons at any stage and time.


Civil Surgeon cum Secretary
District Health Society, Saran

SECTION -II

INSTRUCTIONS TO BIDDER (ITB)

1. General Instructions

1. The bidder should prepare and submit its offer as per instructions given in this section.
2. Instructions/ Guidelines for submission of bids have been mentioned below for assisting the prospective bidders to participate in the tender.

2.1 Tender documents may be collected from DHS on payment of Rs. 100/- (One hundred rupees only) or can be downloaded free of cost from the website www.dhssaran.org

2.2 **Submission of bids:** Bids are to be submitted in two parts i.e. Technical Bid and Financial Bid

- 2.2.1 To qualify in the Technical bid, the bidder should submit the documents as mentioned under **Section-II, Para 9.6**.
 - 2.2.2 Financial bid shall be submitted as per the format defined in **Appendix G**. The prices quoted by the bidder shall remain fixed during the period of contract and shall not be subject to variation on any account.
 - 2.2.3 The Bid (Technical and Financial) shall be submitted before the stipulated time and date of submission of bids mentioned in **Clause 4 of Notice Inviting Tender (NIT)**. Tenders submitted after the stipulated date & time shall not be considered and would summarily be rejected.
 - 2.2.4 A Bidder must not submit more than one tender. If more than one bids are submitted, all bids of concerned bidder shall be summarily rejected.
 - 2.2.5 The price bid shall be valid for a period of 180 days from the date of opening of Technical Bid.
- 2.3 Before preparing the tender and submitting the same to the DHS, the bidder should read and examine all the terms & conditions, instructions, checklist etc. contained in the Tender Documents including amendment(s). Failure to provide required information or to comply with the instructions incorporated in these Tender Documents may result in rejection of tender(s) submitted by bidders.
- 2.4 The tenders which are for only a portion of the components of the job /service shall not be accepted. (The tenders /bids should be for all components of the job /service.)
- 2.5 The prices quoted shall be firm and inclusive of all the factors which includes but not limited to the salaries of the manpower, ESIC/EPF (Employer & Employee contribution), fuel, vehicle repair & maintenance, registration, insurance and all kind of state and national rate, taxes & duties applicable on bidder related to running & maintenance of vehicle(s) on hire etc. and no other charges will be payable to bidder/agency by DHS, **excluding Goods & Services Tax(GST)**. GST if applicable, will be paid by the DHS, as per the prevailing rates/rules. (Refer: **Appendix G: Instructions and Format of Financial bid**). Also, during the contract period, there shall be no change in the price in respect to change in the cost of fuel, labour, parts of vehicles including tyres etc., repair and maintenance, insurance, registration fee, rates, taxes & duties etc.

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3. Tendering Expense

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

4. Language of the tender

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

5. Amendments to Tender Documents

5.1 At any time prior to the deadline for submission of tenders, the DHS may, for any reason deemed fit by it, modify the Tender Documents by issuing suitable amendment(s) to it.

5.2 Such an amendment will be notified on the website (www.dhssaran.org) and the same shall be binding to all prospective Bidders.

5.3 Any bidder who has downloaded the tender document should watch for amendment, if any, issued on the website (website URL of DHS) and the DHS will not issue separate communication to them. The DHS shall not be responsible in any manner if prospective Bidders miss any notifications placed on the website.

6. Pre-Bid Meeting

6.1 In order to provide response to any doubt regarding terms and conditions, scope of work and any other matter given in the tender document, a pre-bid meeting has been scheduled to be held in the office of DHS as per details given hereunder:

Date & Time:	
Venue:	District Health Society Saran, Sadar Hospital Campus, Chapra
Contact persons:	Civil Surgeon cum Secretary, District Health Society, Saran

6.2 During the pre-bid meeting, the clarification sought by representative of prospective bidders shall be responded appropriately. However, they shall clarify and will be asked to submit their written request by close of office next day. DHS shall upload written response on the website www.dhssaran.org to such requests for clarifications, without identifying its source. In case required, amendments, in terms of **Section II, Para 5**, above shall be issued, which shall be binding on all prospective bidders.

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7. Clarifications to Tender Documents

- 7.1 A prospective bidder requiring any clarification regarding terms & conditions, technical specifications etc. given in the Tender Documents may submit written request for clarifications to <Civil Surgeon cum Member Secretary Saran> by post/email ID: <dhssaran@gmail.com, Mob-9470003720>, within 1 (one) day of date of pre-tender meeting.
- 7.2 In the event, of the above-mentioned day being declared as a holiday/closed day for the DHS, the prospective bidders can submit written request for clarifications, by 1800 hrs on the next working day.
- 7.3 All the prospective bidders will be notified of response to clarifications only through the website <www.dhssaran.org>. Any bidder who has downloaded the tender document should watch for clarifications, if any, issued on the above mentioned website and DHS will not issue separate communication to them.
- 7.4 The DHS shall not be responsible in any manner if a prospective bidder fails to notice any notifications placed on the website www.dhssaran.org.

8. Earnest Money Deposit (EMD)

- a) The tender shall be accompanied by **Earnest Money Deposit (EMD) of Rs. 612000** <Include as per Appendix-H i.e. 5% of the annual cost for hiring of vehicle(s)> (<Six Lakhs Twelve Thousands Only> in the shape of Demand Draft from any Schedule Bank in favour of **District Health Society, Saran**.
- b) It may be noted that no bidder is exempted from deposit of EMD. Tenders submitted without EMD shall be summarily rejected.
- c) The EMD of unsuccessful bidder will be returned to them without any interest, after conclusion of the resultant contract. The EMD of the successful bidder will be returned without any interest, after receipt of performance security as per the terms of contract.
- d) Earnest money is required to protect the DHS against the risk of the Bidder's conduct, which would warrant the forfeiture of the EMD.
- e) The EMD/ Bid Security shall be forfeited by the DHS hereunder or otherwise, under the following conditions:
- 1) If a Bidder submits a non-responsive Bid;
 - 2) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice
 - 3) If a Bidder withdraws its Bid during the period of bid validity as specified in this RFP and as extended by the DHS from time to time;
 - 4) In the case of Selected Bidder, if it fails within the specified time limit:
 - 4.1) to furnish the Performance Security(PS), before signing the contract agreement, within the period prescribed in the Letter of Intent (LoI) and/or
 - 4.2) to sign the contract

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9. Preparation of Tender

- 9.3 The tender shall be duly signed by the authorized person duly approved by the appropriate authority in terms of the **Appendix B**, at the appropriate places as indicated in the tender documents and all other pages of the tender including printed literature, if any shall be initialed by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialed by the person(s) signing the tender. The entire document being part of tender document should be page numbered. The Authorization Letter shall also be furnished along with the tender, as per the **Appendix B**.
- 9.4 A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the DHS may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- 9.5 Prices are to be quoted in the financial Bid format as mentioned in **Appendix G**.
- 9.6 Following required documents for technical evaluation criteria must be submitted:
- 1) Technical Proposal Covering Letter, as per "**Appendix A**".
 - 2) Authorization Letter for signing of proposal in favour of signatory to tender documents as per "**Appendix B**".
 - 3) Assignments of similar nature, as per "**Appendix C**".
 - 4) Particulars of the bidders, as per "**Appendix D**".
 - 5) Self-attested copy of establishment of the entity under Companies Act 1956/2013 or Partnerships Act 1932 or Societies Registration Act 1860 or Indian Trusts Act 1882, or Proprietorship Firm.
 - 6) Self-attested copy of audited accounts statement i.e., Profit & Loss Account (if the bidder is registered under Companies Act or Partnership firm or Proprietorship Firm) and Income and Expenditure Account statement (if the bidder is registered under (Societies Registration Act or Indian Trusts Act) , along with audited balance sheet, as mentioned in the Eligibility criteria along with all Appendixs for the last 3 financial years (FY) **2019-20, 2020-21 and 2021-22**
 - 7) Self attested copy of the Income Tax Returns (ITR) acknowledgement for three assessment years (AY) i.e. **2020-21, 2021-22 and 2022-23**.
 - 8) Self-attested copy of the certificate of registration of **GST, PAN** card issued by the appropriate authority valid as on date of submission of tender documents must be submitted.
 - 9) Self-attested copy of the certificate of registration of Employee State Insurance (**ESI**) and Employee Provident Fund (**EPF**) issued by the appropriate authority valid as on date of submission of tender documents must be submitted.
 - 10) A duly notarized declaration from the bidder in the format given in the "**Appendix-F**" to the effect that the firm has neither been declared as defaulter or black-listed or declared ineligible by any competent authority of Government of India OR Government of any State or Society of any state etc.
 - 11) Self-attested copy of the work order(s) and experience certificates, ascertaining, the bidders/agency's has experience for providing commercial vehicles (SUV), during each year in the last three years (**2019-20, 2020-21 and 2021-22**) for a minimum period of three continuous months every year to Central or State Government/Semi-Government/Public Sector Units (PSU)/Government agency.

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- 12) Notarised copy of the registration certificate (RC), Pollution Under Control (PUC), Insurance, and Road and Commercial Tax, and state and national travel permit, for at least 3 vehicles of required make/model, registered in the name of the bidder/agency.

10. Tender Submission

10.1 DHS will open the tenders at the date and time as indicated in **Clause 4 of the Notice Inviting Tender (NIT)**. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the DHS, the tenders will be opened on the next working day.

10.2 Technical evaluation of the Bid will be done on the basis of eligibility criteria mentioned in Section-V of the tender document

10.3 The technical evaluation shall be done only on the basis of documents/papers submitted by the bidders.

10.4 The financial bids of bidders whose Technical bids are found technically responsive and comply with the bid documents will only be considered for financial evaluation.

10.4.1 No bidder can place more than one bid in any form in the district.

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

10.4.3 The bidder who will quote the lowest (L1) minimum cost for monthly booking (excluding GST) will be awarded the contract agreement as per Least Cost Selection (LCS) under the "Tender Notice for selection of Agency (s) for hiring of vehicles for Mobile Health Team under Rashtriya Bal Swasthya Karyakram (RBSK)".

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

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SECTION- III

EVALUATION OF TENDERS

1. Scrutiny of Tenders

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

2. Infirmary/Non-Conformity

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

3. Discrepancies in Prices

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

4. Bidder's capability to perform the contract

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

5. Contacting the District Health Society (DHS)

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

6. Bid Clarification

- 6.1) To facilitate evaluation of Proposals, the DHS, may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal. Notwithstanding anything contained in the NIT, the DHS reserves the right not to take into consideration any such clarifications sought for evaluation of the Proposal.

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

7. Fraud and Corrupt Practices

- 7.1) The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained herein, DHS may reject the bid without being liable in any manner whatsoever to the bidder if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Selection Process.
- 7.2) Without prejudice to the rights of the DHS hereinabove, if an bidder is found by the DHS to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, such bidder shall not be eligible to participate in any tender or RFP issued by the DHS during a period of 5 (Five) years from the date such bidder is found by the DHS to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 7.3) For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **"Corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the DHS who is or has been associated in any manner, directly or indirectly, with the Selection Process.
 - (b) **"Fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process.
 - (c) **"Coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process.
 - (d) **"Undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the DHS with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest, and
 - (e) **"Restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

8. Award of Contract

- 8.1 DHS reserves the right to accept in part or in full any tender or reject any tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s).

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- 8.2 The bidder shall give his acceptance within 7 days of issue of the Letter of Intent (LoI).
- 8.3 DHS reserves the right at the time of Contract award and/or during validity of contract, to increase or decrease the scope of services without any change in unit price or other terms and conditions.
- 8.4 DHS will notify the successful bidder(s) in writing by issuing a Letter of Intent (LoI), that its tender has been accepted, briefly indicating there in the essential details like description of services and corresponding prices accepted, subject to the contract agreement to be signed between the parties "floated from this NIT" having the terms and conditions etc., therein.
- 8.5 The Financial bids of the shortlisted bidder(s)/agency(s) from Technical Evaluation (matching eligibility criteria) will be opened and the bidder who quotes the lowest (L1) minimum cost for monthly booking (excluding GST) will be awarded the contract agreement for hiring Bolero/Sumo/Scorpio vehicle(s) as per Least Cost Selection (LCS) under the "Tender Notice for selection of Agency (s) for hiring of vehicles for Mobile Health Team under Rashtriya Bal Swasthya Karyakram (RBSK)".
- 8.6 In case, the L1 bidder denies/fails to honour the contract/Letter of Intent (LoI), the District Health Society, Saran shall be at freedom to negotiate with L2, L3.... (in this order) responsive bidders with their consent to enter into an agreement with the DHS to hire the vehicle (Bolero/Sumo/Scorpio) at L1 rate and for said denial/failure if any, the EMD of the concerned selected bidder will be forfeited.
- 8.7 Also, in case L1 fails to provide vehicles within timeframe as specified by the DHS, the DHS shall be at the freedom to procure the same from L2, L3..... (in this order) responsive bidders at the L1 rate.
- 8.8 The successful bidder must furnish the required Performance Security (PS) to the DHS, before executing the contract/signing of the contract document, failing which the EMD will be forfeited and the award will be cancelled and bidder will be blacklisted. Relevant details about the performance security have been provided under **Section VI Para 10**.
- 8.9 The contract agreement between DHS and the selected service provider will be required to be signed within 21 days of the issue of the Letter of Intent(LoI). The stamp duty and registration charges, if any, payable on the Contract Agreement shall be borne by the selected service provider.

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SECTION- IV

SCOPE OF THE WORK (SoW)

1. The bidder/agency shall provide the Bolero/Sumo/Scorpio vehicle(s) not more than two years old to DHS for Mobile Health Team under Rashtriya Bal Swasthya Karyakram (RBSK) for periodical child health screening at Anganwadi centre (AWC), Government and Government aided Schools.
2. The vehicle provided by the bidder/agency should
 - (i) Have commercial license issued from competent authority.
 - (ii) Commercial Taxi Cab Registration Numbers
 - (iii) In good working condition and not more than 2 years old
 - (iv) Fully functional air-conditioning
 - (v) State and national permit as applicable
 - (vi) Be in good working condition without any scratches/dents/noise etc.
 - (vii) Seats of vehicles should have clean covers
 - (viii) Should be insured (3rd party insurance cover) and continue to be insured during the period of the contract.
 - (ix) Road tax paid by the agency
 - (x) Conform to all transport Acts and pollution norms [*Pollution Under Control(PUC)*] prescribed by the state of centre, by the Transport department from time to time.
 - (xi) Registered in the name of the bidder/agency, and not in the name of the management or employee of the bidder/agency
 - (xii) Odometer should be sealed.
 - (xiii) Should have Public Address (PA) System
 - (xiv) Should have GPS System.
3. The bidder/agency shall provide driver(s) who should be:
 - (i) Having good health and between the age group of 21 - 55 years old
 - (ii) Possessing valid driving license for Light Motor Vehicle(LMV)
 - (iii) Should wear clean uniform having name badge at all time.
 - (iv) Must have workable mobile phone
 - (v) Should be well trained, well behaved, reasonably educated, conversant with traffic rules/regulations and city/intra state roads/routes as well as security instructions.
4. The drivers shall be ready to travel and stay outstation at any time, as per the demand of the DHS.
5. DHS will take minimum of following vehicles on monthly basis:

Name of model/make of Vehicle	Minimum no. of vehicles required on Monthly basis
Bolero/ Sumo/ Scorpio	30

This is indicative minimum no. of vehicles required by DHS. The above no. of vehicles can be increased or decreased at the sole discretion and as per requirement of the DHS.

6. The bidder/agency 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

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the norms issued by the transport department from time to time, such that all the vehicle(s) remain in service during the tenure of the contract, and will be required to submit proof of such, to the DHS.

7. The bidder/agency shall be solely responsible for the repair and maintenance, including replacement of parts including tyres etc., as per need of the vehicle(s) such that the vehicle(s) remain in service during the tenure of the contract.
8. The cost of fuel should be borne by the bidder/agency, and the DHS, will not be responsible or held responsible and liable to pay to the bidder/agency, for the change in rates of fuels from time to time.
9. Public Address (PA) System installed in each vehicles should provide high acoustical efficiency, with intelligible and effective penetrating sound, to reach out clearly to a gathering of 200 people at any given point in time. PA System should be of reputed company and to be provided with strong metal bracket for rigid mounting. Outdoor PA System needs to adhere the following specifications:
 - a) Amplifier: 120 Watt)
 - b) One (1 no.) PA - Horn Speaker: 100 Watts (mounted at top of the vehicle which can address up to 200 people gathering)
 - c) Microphone (1 No) for announcement
 - d) Audio CD Player/ MP3 Player (to play the pre-recorded messages or audio spots)
 - e) Microphone wire and 10 meters speaker cable
 - f) All equipment should be well connected and in proper functional condition
10. All the vehicles provided by the bidder/agency on monthly basis, shall be required appropriately branded (Vinyl stickering of the RBSK scheme on all sides). In view of the travel to be undertaken in rural areas of Bihar under varying weather conditions, by the vehicles, and considering the wear and tear, material to be used for preparing the Vinyl Stickers should be of superior quality and it should be intact in the vehicles during the entire contract period and in case of impaired, it shall be replaced by the bidder/selected agency.
Specifications of Vinyl Sticker for each vehicle are given as under:
 - a) Total Number of Stickers- 04 (Four)
 - b) One sticker to be placed on the top of the Front Windscreen; One at the Back door and One each on either side of the vehicle
 - c) Size of Front Windscreen Sticker: 04 Feet long x 10 inches height
 - d) Size of the back & side stickers: 02'x 02' (02 Feet x 02 Feet)
 - e) All Stickers to be printed in 04 Colours
 - f) Open File of Sticker Design to be provided by DHS or the authority decided by DHS
11. The drivers to be deployed with the department should have got their antecedent verified by the local police. The bidder/agency will be required to submit, the list of the drivers to be deployed under the contract with a copy of their police verification certificates. The bidder/agency will also be required to furnish a certificate stating that the drivers proposed to be deployed bear good moral character.
12. The driver(s) provided by bidder/agency, shall carry original copy of the Registration Certificate(RC), Insurance, Pollution Under Control(PUC) certificate, receipts of payment of commercial taxes (local, state and national) and badges, driving licence, during all times, while providing services to the DHS.
13. In case, the driver of the vehicle is on leave or absent, the Agency will provide a replacement driver without any delay.
14. If any appointed driver by the bidder/agency is not found fit for the work, the DHS, shall communicate this to the agency and it will be the responsibility of the bidder/agency to replace the driver at the earliest.

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15. The drivers appointed by the bidder/agency, 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 DHS on a daily basis. There should be no cut mark(s) or overwriting in the duty slip(s), challans. If found, so, the same shall be counter signed by the using officer/concerned officer in the DHS, else, the such cut mark(s) or overwriting shall not be accepted by DHS.
16. If the service provider, has paid toll tax via FASTag, then it will 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.
17. The bidder/agency will ensure timely salary payment of these drivers in the vehicles provided by the bidder/agency and opening of ESI and EPF account for each driver and timely deposit of applicable ESI and EPF (*Employer's contribution and employees contribution*) and failure to comply the ESIC and PF Law and any Kind of Interest penalty imposed on DHS under ESIC and PF law will be recovered from the agency or performance guarantee will be forfeited.
18. The bidder/agency will submit the EPF/ESI submission challans to the DHS on monthly basis along with invoice.
19. The recruited drivers of the bidder/agency shall not be the staff/ or employee of the Society in anyway, nor can claim any advantage of it in any way or for any purposes whatever it may be.
20. The bidder/agency shall be responsible to comply with all applicable labour Law in respect of the manpower appointed or hired by the bidder or agency in respect of execution and implementation of the project and shall indemnify and keep indemnified the DHS for any claim, action or demand whatsoever in that regard.
21. The bidder/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 DHS for any claim, action or demand whatsoever in that regard. It will be the sole responsibility of the Bidder or agency to abide by the provisions of the following acts as to the manpower appointed or hired for performance of this contract.
22. The vehicles and drivers provided by the bidder shall work under the overall supervision of DHS. 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 DHS.
23. The bidder/agency shall provide the vehicles as per standard time notified by the DHS. However, incase of any change in schedule, the same shall be notified through mail to the agency. The starting point of any vehicles provided shall be garage to garage (maximum of 10 kilo meters per day).
24. The bidder/agency shall immediately provide replacement of the vehicle under repair/detained due to accident or vehicle not reporting for duty or in breakdown conditions.
25. In case of breakdown of any vehicle, the bidder/agency shall replace the breakdown vehicle within one hour failing which DHS has the right to hire vehicle from any other sources at the expense of the Bidder.
26. If any vehicle by the bidder/agency is not found fit for the work, the DHS, shall communicate this to the agency and it will be the responsibility of the agency to replace the vehicle within 24 hours.

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27. The bidder/agency will be paid the toll tax as per actual, upon submission of the actual bills, duly signed by the officer of DHS.
28. TDS admissible under the Income Tax and GST laws in force or enforceable by the Central or State Governments shall be deducted as per prescribed rates and norms on the amount paid / Payable to contractor excluding GST amount.
29. The stamp duty & registration charges, if any, on the contract agreement levied by the Govt. (Central or State), or any other statutory body, shall be paid by the bidder/agency as applicable.
30. The Bidder shall indemnify the DHS against all other damages/charges and expenses for which DHS 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. DHS shall not be responsible financially or otherwise for any injury to the driver or person deployed by the Bidder during the course of performing duties.
31. DHS will be under no legal obligation to provide employment to any of the personnel of the bidder during/ expiry of agreement period and DHS recognizes no employer-employee relationship between the DHS and the personnel deployed by the agency.
32. All the vehicles provided to DHS should be in good running condition and having valid documents / licenses from transport department and insurance policy of vehicle with Pollution Certificate, including third party insurance, as applicable. The vehicles should conform, to the pollution norms of the state, if any, by the transport department of the Government of Bihar, as amended from time to time.
33. Any repair & maintenance requirement of vehicles at DHS, shall be the responsibility of the Bidder. Any non-functioning vehicle shall be immediately notified by the concerned officer in DHS to the bidder/agency for rectification. In case of a lack of requisite action by the Bidder a formal complaint and call for action would be issued to the Bidder by the concerned officials immediately.
34. Operation and function of the vehicles and Drivers shall be governed by Motor Vehicles Act/Motor Vehicles Act/Rules or any other Government Motor Vehicles Act/ Rules and these shall be the responsibility of the Bidder.
35. DHS will not entertain any dispute between the appointed drivers and the concerned agency on any issue related to functioning of the bidder/agency under the contract. In case of any such dispute affecting the performance of the bidder/agency in the providing services to DHS, strict action as per penalty provisions mentioned in the tender will be taken against the agency.
36. The selected bidder/agency will have to observe ethical behaviour and standards with the drivers. DHS will have a right to hold an enquiry, and act to take appropriate action with respect to this aspect.
37. There shall be no employer employee relationship between the DHS and the personnel to be deployed by the service provider in the contract service.
38. The bidder/agency shall be required to mandatory provide (a) official e-mail ID, (b) one landline number and (c) one mobile number, on which the DHS shall use for daily communication and follow-ups, queries as well as orders of vehicles as per for requirement.

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SECTION- V

ELIGIBILITY CRITERIA

- 1) This invitation is open to all organizations registered under Companies Act, 1956/2013, Partnership act 1932, Societies Registration Act 1860, Indian Trusts Act 1882 or Proprietorship Firm who fulfill the eligibility & qualification criteria specified hereunder. (**Consortium is not allowed**)
- 2) The eligibility criteria and Supporting Documents to be submitted by the bidders are as follows:-

Sno	Eligibility criteria for Bidders	Mandatory Documents
(I)	The Bidder should be an established entity under Companies Act, 1956/2013, Partnership act 1932, Societies Registration Act 1860, Indian Trusts Act 1882 or Proprietorship Firm	<p>(a) For Company - Copy of the Certificate of Incorporation issued by the Registrar of Companies (RoC) under companies act 1956/2013</p> <p>(b) For Partnership Firm- Certificate issued under Partnership Act 1932, along with Partnership deed</p> <p>(c) For Society/ Trust – Certificate of registration under Societies Registration Act 1860/ Indian Trusts Act 1882</p> <p>(d) For Proprietorship firm- Copy of GST Registration Certificate or Copy of Income Tax Return evidenced in the name of Proprietor for assessment year 2022-23 or certificate from a Chartered Accountant under his/her seal, registration number and Unique Document Identification Number (UDIN) or Certificate issued under Shops & Establishment Act</p>
(II)	The bidder must have minimum turnover of Rs. 3 Lakh (Three Lakh Rupees) per annum in each of the last three financial years (FY 2019-20, 2020-21 and 2021-22), as evidenced by the audited accounts of the bidder.	<p>Audited balance sheet and</p> <p>(a) Profit & Loss Account, (if the bidder is registered under Companies Act or Partnership Act or Proprietorship Firm) Or,</p> <p>(b) Income & Expenditure Account (if the bidder is registered under Societies Registration Act or Indian Trust Act)</p> <p>for each of the last three financial years (FY 2019-20, 2020-21 and 2021-22).</p>
(III)	The bidder must provide self attested scanned copies for (i) PAN Card, (ii) income tax returns of three assessment years (AY 2020-21, 2021-22 and 2022-23), and (iii) GST Registration Certificate (iv) ESI & EPF registration certificate.	<p>Self-attested copies of</p> <p>1) PAN Card</p> <p>2) GST Registration Certificate</p> <p>3) Copy of Income Tax Return filed and submitted by the bidder for three assessment years (AY 2020-21, 2021-22 and 2022-23).</p> <p>4) ESI & EPF registration certificate (if not applicable shall submit notarized affidavit for non-applicability)</p>

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Sno	Eligibility criteria for Bidders	Mandatory Documents
(IV)	The bidders/agency's should have experience for providing vehicles, as per the specification mentioned in this tender document, during each year in the last three financial years (FY 2019-20, 2020-21 and 2021-22) for a minimum period of three continuous months every year to Central or State Government/Semi-Government/Public Sector Units (PSU)/Government agency.	Self-attested copy of the work order(s) and experience certificates, from Central or State Government/Semi-Government/Public Sector Units (PSU)/Government agency.
(V)	The bidder/agency should have atleast 3 vehicles, registered in the name of the bidder/agency.	Notarised copy of the registration certificate (RC), Pollution Under Control (PUC), Insurance, and Road and Commercial Tax, and state and national travel permit, for each of the vehicles registered in the name of the bidder/agency
(VI)	<p>The bidder must not be</p> <p>(i) Blacklisted / banned / convicted by any court of law for any criminal or civil offences/ declared ineligible by any entity of any State Government or Govt. of India or any local Self-Government body or public sector undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason, as on date of submission (upload) of bidding document.</p> <p>(ii) The bidder shall declare all ongoing litigations, it is involved in with any Government Agency/State/central department/PSU.</p>	Affidavit sworn before Public Notary/Executive Magistrate as per "Appendix F".

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

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6. The bidder(s) will be required to submit the financial bid as per instruction mentioned in **Appendix-G**.
7. The Financial bids of the shortlisted bidder(s)/agency(s) from Technical Evaluation (matching eligibility criteria) will be opened and the bidder who quotes the lowest (L1) minimum cost for monthly booking (excluding GST) will be awarded the contract agreement as per Least Cost Selection (LCS) under the "Tender Notice for selection of Agency (s) for hiring of vehicles for Mobile Health Team under Rashtriya Bal Swasthya Karyakram (RBSK)".
8. The selected agency(s) or bidder(s) will need to sign a contract/agreement floated from NIT, with the DHS within 21 days from the day of issue of the Letter of Intent (LoI).
9. In case, the L1 bidder denies/fails to honour the contract/Letter of Intent (LoI), the DHS shall be at freedom to negotiate with L2, L3.... (in this order) responsive bidders to enter into an agreement with the DHS at L1 rate and for said denial/failure if any, the EMD of the concerned selected bidder will be forfeited.
10. Also, in case L1 fails to provide vehicles within timeframe as specified by the DHS, the DHS shall be at the freedom to procure the same from L2, L3..... (in this order) responsive bidders at the L1 rate for the vehicle as per requirement.

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SECTION-VI

TERMS AND CONDITIONS

1. Use of contract documents and information

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

2. Intellectual Property Rights

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

3. Insurance

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

4. Project Duration

- 4.1 The Project will be awarded for a period of 2 year from the date of agreement and may be extended for one or more years based on the requirements, availability of funds under National Health Mission (NHM) or any source and satisfactory performance of work done by the agency and any other conditions mutually agreed by the service provider and DHS. Any extension shall not be the right of the agency.

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- 4.2 The Service Provider will be obliged to establish, manage and operate the Project in accordance with the provisions of the Contract Agreement and terms and conditions therein, failing which the service provider will be liable for consequential action in terms of the contract.

5. Payments

- 5.1 The prices quoted by the bidder/agency shall include all applicable taxes and duties, **excluding Goods & Services Tax(GST)**. If applicable, GST will be paid by DHS as per the prevailing rates.
- 5.2 DHS will pay the agency on monthly basis, against the invoices (*as prescribed under GST Act 2017*) raised by the agency, as per the rates quoted in the tender for each of the vehicles.
- 5.3 The service provider will raise its invoices (*as prescribed under GST Act 2017*) on completion of services during the month and the invoices must be submitted to DHS, till 7th day of the next month, along-with supporting documents (*Duty slip(s), Last month ESIC/ PF Challan and contribution list, challans, toll payment, Last month GST Return & Challan etc.*). The payment will be subject to TDS under Income Tax Act/Rules/GST Act/Rules (if applicable) and other statutory deductions as per applicable laws.
- 5.4 The payment shall be released within 30 days of proper receipt of invoices, after necessary verifications and deducting penalties (if any).
- 5.5 The payments will be made through Public Financial Management System (PFMS) or any other mode as directed by DHS to agency.
- 5.6 The rates/prices, quoted by the bidder/agency in the financial bid, as per **Appendix G**, shall remain same for the entire duration of the contract.

6. Performance Review, Incentives & Penalty provisions.

- 6.1 RBSK Incharge or the authority decided by the District Health Society will monitor the performance of service provider/agency on routine manner.
- 6.2 Agency performance would be evaluated based upon identified Key Performance Indicators (KPIs) listed below. The parameters will be used to assess the performance of the Service Provider and penalty will be applied as and when required, upon commissioning of the services.
- 6.3 Besides other consequential action, the penalties would be imposed for each occurrences as per details mentioned in the sub- identified Key Performance Indicators (KPIs) listed below.

Parameters	Penalty	Source
6.2.1 Vehicle found with damaged Odometer	Rs. 1,000 per instance, along with replacement of the vehicle	• Remarks by the traveller/ user/ DHS's authorised person on logbook
6.2.2 Vehicle found with non-functional PA-System	Rs. 500 per day	• Remarks by the traveller/ user/ DHS's authorised person on logbook.
6.2.3 Vehicle found without Vinyl Sticker of RBSK scheme	Rs. 1000 per instance	• Remarks by the traveller/ user/ DHS's authorised person on logbook.
6.2.4 Failure in providing vehicles on standard or scheduled time	Rs.100 per hour of delay	• Remarks by the traveller/ user/ DHS's authorised person on logbook.
6.2.5 Failure in providing replacement vehicle within 24 hours	Rs.1000 per instance along with cost of hiring paid by DHS from other sources.	• Copy of mail where agency was informed by DHS
6.2.6 Misbehaviour of the driver	Rs.500 for 1st instance, 2 nd instance- replacement of the concerned driver	• Copy of mail where agency was informed by DHS

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

7. Signing of the contract

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

8. Sub Contracts

Sub-letting/Sub-contracting of the contract would not be allowed under any circumstances and contract may be terminated in case the service provider sublets or sub-contracts its liabilities/ responsibilities/ obligation to other. Penal action shall also be taken against the service provider.

9. Modification to Contract

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

10. Performance Security

- 10.1 The successful bidder shall have to furnish a performance security for 5% of the annual cost of the project in the shape of a Bank Guarantee issued by a scheduled Bank in favour of "**District Health Society, Saran**". The Bank guarantee shall be as per proforma at "**Appendix: E** and remain valid for a period, which is six months beyond the date of expiry of the contract. The performance security should be submitted before signing the agreement
- 10.2 If the firm / contractor violate any of the terms and conditions of contract, the Performance Security shall be liable for forfeiture, wholly or partly, as decided by the DHS and the contract may also be cancelled.
- 10.3 DHS will release the Performance Security without any interest to the firm / contractor on successful completion of contractual obligations.

11. Tax Deduction at Source

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

12. Termination of Contract

- 12.1 Any bidder found to be involved in fraudulent practices (misrepresentation or omission of facts or suppression/hiding of facts or disclosure of incomplete facts), in order to secure eligibility to the bidding process during the submission of bid or after release of Letter of Intent(LoI) or agreement formalization, shall be liable for punitive action amounting to blacklisting of the bidder, including the forfeiture of concerned EMD (Bid Security) and/or Performance Security also.
- 12.2 DHS, without prejudice to any other contractual rights and remedies available to it, shall by written notice of default sent to the Service Provider, terminate the contract in whole or in part, if the Service Provider fails to perform services as specified in the present contract read with the terms of the contract agreement or any other contractual obligations within the time period specified in the contract and the firm may be blacklisted, consequently the performance security may be forfeited

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

13. Termination for Insolvency

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

14. Termination by Mutual Consent

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

15. Force Majeure

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

16. Notices

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

17. Resolution of disputes

- 17.1 Any dispute or difference or claim arising out of or in relation to this Agreement, will be settled by reaching a mutual understanding between the parties.

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17.2 If any further dispute arises between the parties thereupon, the same will be settled as per the extant law of land through the competent court of law under the territorial jurisdiction of district of Saran only.

18. Applicable Law

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

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Civil Surgeon cum Secretary
District Health Society, Saran

TECHNICAL PROPOSAL COVERING LETTER

[On the Letter head of the Bidder]

Date:

To
The Civil Surgeon,
District Health Society, Saran
Sadar Hospital Campus Chapra , Saran, Bihar-841301

Sub: Tender Notice for selection of agency for hiring of vehicles for Mobile Health Team under Rashtriya Bal Swasthya Karyakram (RBSK).

Dear Sir / Madam,

We, the undersigned, offer to provide the services "**Hiring of Vehicles for Mobile Health Team under Rashtriya Bal Swasthya Karyakram (RBSK)**" for District Health Society, <District Name>, in accordance with your Request for Proposal vide Ref Nodated We are hereby submitting our Proposal for the same.

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

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

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

We shall make available to District Health Society, Saran any additional information it may find necessary or require to supplement or authenticate the proposal.

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

We declare that:

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

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tender or request for proposal issued by or any contract entered into with District Health Society, Saran or any other public-sector enterprise or any government, Central or State; and

- c. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- d. We declare that We/any member of the company, are/is not a Member of a/any other company applying for selection.
- e. We certify that in regard that we have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the services for the Project.
- f. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by District Health Society, Saran and / or the Government of Bihar in connection with the selection of agency or in connection with the selection process itself in respect of the above mentioned project.
- g. We agree and understand that the proposal is subject to the provisions of the tender document. In no case, I/We shall have any claim or right of whatsoever nature if the assignment is not awarded to me/us or our proposal is not opened.
- h. We agree to keep this offer valid for 180 days from the proposal due date specified in tender.
- i. A Power of Attorney(PoA) in favour of the authorized signatory to sign and submit this Proposal and documents is also attached herewith in **Appendix: B**.
- j. In the event of my/our being selected, I/We agree to enter into a contract for the project awarded to us by the District Health Society, Saran.
- k. We agree and undertake to abide by all the terms and conditions of the tender Document. In witness thereof, I/we submit this proposal under and in accordance with the terms of the tender document.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

Intender
proposed

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AUTHORIZATION LETTER FOR SIGNING OF PROPOSAL**(On Non – judicial stamp paper of Rs.1000/- attested by notary public)****POWER OF ATTORNEY**

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

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this the day of 2022.

For

(Name, Designation and address)

Accepted

..... (Signature)

(Name, title and address of the Attorney)

Date:

Note:

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

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ASSIGNMENT OF SIMILAR NATURE SUCCESSFULLY COMPLETED**DURING LAST THREE YEARS (2019-20, 2020-21 and 2021-22)**

1. Attach Work Order(s) and Experience Certificate(s) regarding satisfactory completion of similar nature of assignments during last three FY (2019-20, 2020-21 and 2021-22).

Sr.No.	Assignment Contract No & Date	Description of work/services provided	Date of commencement	Date of Completion	Full Address of the organization with Phone No. where assignment done	Work Order and Experience Certificate attached (Yes/No)
1						
2						
3						
4						
5						
6						

Signature:

For and on behalf of Messrs _____

Name & Address of the Service Provider:

Jitendra
prasad

20/20

Ramesh

Lup

Shubh

PARTICULARS OF THE BIDDER'S ORGANISATION

(To be submitted by all tenderers / bidders)

1. Name :
 2. Type of the firm : Company/Partnership/Proprietorship/Society/Trust
 3. Registered Address :
 4. Phone/Fax/Mail id :

5. Address of the office of Services Provider in the State :

6. Details of key employees :

S.no	Name	Designation	Contact No. & Email ID
(1)			
(2)			
(3)			

7. Registration. Nos.

- (a) EPF
 (b) ESI
 (c) GST
 (d) PAN No.

8. Brief write-up about the firm / company. (use extra sheet if necessary)

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Signature of Bidders

Date:

Place:

Name

Office Seal

*Interiors
prasad*

2020

James

Line

Shub

PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.:

Date:

To

The Civil Surgeon,
District Health Society, Saran
Sadar Hospital Campus Chapra, Saran, Bihar-841301

Dear Sir,

WHEREAS.....(Name and address of the Service Provider) (Hereinafter called "the Service provider" has undertaken, in pursuance of Lol vide Memo No..... dated (Herein after "the contract") for selection of agency for hiring of vehicles for Mobile Health Team under Rashtriya Bal Swasthya Karyakram (RBSK).

AND WHEREAS it has been stipulated in the said contract that the service provider shall furnish a Bank Guarantee ("the Guarantee") from a scheduled bank for the project/ performance of the "for selection of agency for hiring of vehicles for Mobile Health Team under Rashtriya Bal Swasthya Karyakram (RBSK)", 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 District Health Society, Saran the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

1. The Bank hereby irrevocably and unconditionally guarantees the payment of Rs. 5% of the annual cost (as applicable), to the District Health Society, Saran under the terms of the contract, on account of full or partial non-performance /non-implementation and/or delayed or defective performance/implementation. Provided, however, that the maximum liability of the Bank towards District Health Society, Saran under this Guarantee shall not, under any circumstances, exceed the aggregate.
2. In pursuance of the Guarantee, the Bank shall, immediately upon the receipt of a written notice from District Health Society, Saran, 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 District Health Society, Saran any and all sums demanded by District Health Society, Saran under the said demand notice, subject to the maximum limits specified in Clause 1 above.
3. The Guarantee shall come into effect immediately upon execution and shall remain in force for a period of 30 months from the date of execution of the contract.
4. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged or otherwise affected by:
 - a. Any change or amendment to the terms and conditions of the contract or the execution of any further contracts/Agreements
 - b. Any breach or non-compliance by the bidder with any of the terms and conditions of any contracts/credit arrangement, present or future, between the bidder and the bank.
5. The Bank also agrees that the District Health Society, Saran 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 notwithstanding any security or other guarantee that District Health Society, Saran may have in relation to the bidder's liabilities.

6. The Bank shall not be released of its obligations under these presents by reasons of any act of omission or commission on the part of the District Health Society, Saran or any other indulgence shown by District Health Society, Saran or by any other matter or thing whatsoever which under law would, but for this provision, have the affect of relieving the Bank.
7. This guarantee shall be governed by the laws of India and only the courts of Saran, shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.

Date this the Day of 2022.

Witness 1:

Name :

(Signature)

Witness 2:

Name :

(Signature)

Jitendra
prasad

21/12/20

for me

by

Shubh

DECLARATION BY BIDDER

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

Affidavit

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

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

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

We further confirm that we are aware that, our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the contract period and the amounts paid till date shall stand forfeited without further intimation.

Dated this..... Day of....., 2022

Name of the Bidder/agency.....

Signature of the Authorized Person:.....

Name of the Authorized Person:.....

Designation of the Authorized Person:.....

Prasanna
prasad

Prasanna

Prasanna

Prasanna

Prasanna

INSTRUCTIONS AND FORMAT OF FINANCIAL BID

- 1 We agree to provide vehicles to District Health Society, Saran in accordance with the terms of the tender document and thereby the contract agreement, and will be charging at the rate(s) of:

Vehicle Model	Monthly Booking Charges Per Vehicle for Upto 1200 kms (Rs.)		Per km Charges for Extra Uses (Rs.)	
Bolero/ Sumo/ Scorpio (Amount in Figures)	(Amount in words) (Amount in Figures)	(Amount in words)

- 2 The rates quoted above shall be excluding Goods & services tax (GST). The bidder will be required to raise the invoice as prescribed under GST Act 2017 and rules therein.
- 3 The Financial bids of the shortlisted bidder(s)/agency(s) from Technical Evaluation (matching eligibility criteria) will be opened and the bidder who quotes the lowest (L1) minimum cost for monthly booking (excluding GST) will be awarded the contract agreement as per Least Cost Selection (LCS) under the "Tender Notice for selection of Agency (s) for hiring of vehicles for Mobile Health Team under Rashtriya Bal Swasthya Karyakram (RBSK)".
- 4 L1 will be decided only on the basis of the rate quoted against monthly booking. Per km charge for extra kilometre will not be considered for deciding L1 agency. However, the selected L1 agency for monthly booking, will be entitled to get payment for extra kilometre on the basis of lowest rate decided through this tendering process, irrespective of the rate quoted by the L1 agency.
- 5 The price offered shall be valid for a minimum period of 2 year or extended period from the date of issue of award of contract.
- 6 The rate/s offered shall remain firm and will not be subject to escalation of any description during the execution of the rate contract. The rate/s offered are excluding Goods & services tax (GST) (Central and State). The rate/s offered are also inclusive of all delivery charges, transportation etc. and no other charges will be payable to bidder/agency by District Health Society.
- 7 The prices quoted shall be firm and inclusive of all the factors which includes but not limited to the salaries of the manpower, ESIC/EPF (Employer & Employee contribution), fuel, vehicle repair & maintenance, registration, insurance and all kind of state and national rate, taxes & duties applicable on bidder related to running & maintenance of vehicle(s) on hire etc. and no other charges will be payable to bidder/agency by District Health Society (DHS) **excluding Goods & Services Tax(GST)**. GST if applicable, will be paid by DHS as per the prevailing rates/rules. Also, there shall be no change in the price in respect to change in the cost of fuel, labour, parts of vehicles including tyres etc., repair and maintenance, insurance, registration fee, rates, taxes & duties etc.

Place:

Signature of Authorized Signatory:

Date:

Seal with Designation:

Tenderer
prasad

MRS

Ramesh

Lax

Shruti

PROPOSED EMD AMOUNT

Sr. No.	District	No. of Vehicles Required	Proposed EMD Amount (5%)
A	B	C	D= (C x 34000 x 12 x 5%)
1	Saran	30	612000

Interdus
prasad

20/08/20

Saran

20/08/20

20/08/20