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**BIHAR STATE DISASTER MANAGEMENT AUTHORITY
(DISASTER MANAGEMENT DEPTT)**

2nd Floor, Pant Bhawan, Patna - 800001

Phone No – 0612-2522032 & Fax No – 0612 2532311

(RATE CONTRACT – HIRING OF Electrical VEHICLES)/ 2022

Tender notice for selection of agency (s) for hiring of electrical vehicles on lease basis.

1. Bihar State Disaster Management Authority (BSDMA), Patna intends to select agency(s) for hiring of electrical vehicles for local & outstation travel on lease basis, as per the specifications mentioned in the tender document.

The interested & qualified companies/societies/trust/partnership firms/Proprietorship firm may download the tender, from the website www.bsdma.org, "tender documents" mentioning technical and financial details, and other related documents, as per the terms and conditions mentioned in this tender, in a sealed envelope clearly super scribed as "**Tender Notice for Selection of Agency(s) for hiring of electrical vehicles on lease basis**" by speed post/registered post(Courier will not be accepted) at the office of Secretary, Bihar State Disaster Management Authority (BSDMA), 2nd Floor, Pant Bhawan, Patna – 800001 on or before **31.01.2023 ; 05:00 pm.**

2. Schedule of Selection Process:

S.No.	Event Description	Timeline
1	Date of Publication of Tender	28.12.2022 : 17:00 hrs
2	Pre-bid meeting	04.01.2023 : 15:00 hrs
3	Bid submission Date and Time	06.01.2023 : 15:00 hrs
4	Bid submission END Date and Time	31.01.2023 : 17:00 hrs
5	Time, Date of opening of Technical Bid	02.02.2023 : 15:00 hrs
6	Time, Date of opening of Financial Bid	Will be informed via email to eligible bidders & also published on BSDMA's website.

3. The Technical bids will be opened on date **02.02.2023 at 15:00 hrs.** In the event of any of the above-mentioned day being declared a holiday/closed day for the BSDMA, the bids will be opened on the next working day at the scheduled time. The agency's authorized representatives may attend the tender opening on the date and time as mentioned above in Para 2.
4. The tender shall be accompanied with **Earnest Money Deposit (EMD) of Rs. 25,000/- (Twenty five thousand only)** in the form of Demand Draft (DD) from any Scheduled Bank in favour of 'Bihar State Disaster Management Authority payable at Patna. It may be noted that no bidder is exempt from deposit of EMD. Tenders without EMD shall be summarily rejected.
5. The BSDMA reserves the right to accept or reject any or all tender or change the terms and conditions of the tender or cancel the tender without assigning any reasons at any stage and time.
6. For any further clarification, regarding the contents of the tender document, please contact the following

officer during office hours from 09:30 AM to 06:00 PM: Shri Ashutosh Singh, Dy Secretary at Phone No. 9431883166.

7. All further, notifications/amendments (if any), shall be posted on www.bsDMA.org . No separate communication shall be made to individual bidders.

Secretary
Bihar State Disaster Management Authority, Patna

SECTION 1: INSTRUCTIONS TO BIDDER (ITB)

1. Before preparing the tender and submitting the same to the Bihar State Disaster Management Authority (BSDMA), Patna the bidder should read and examine all the terms & conditions, instructions, checklist etc. contained in the tender documents. Failure to provide required information or to comply with the instructions incorporated in these tender documents may result in rejection of tender(s) submitted by bidders.
2. Lease means Provisions of Electrical Vehicles with charging cost and driver included.
3. The bidder has to quote for hiring of electrical vehicles as mentioned in Annexure 6. If any bidder fails to quote rate for even one electrical vehicle in the Annexure 6, their bid shall be treated as non-responsive and summarily rejected.
4. The rate/s quoted by the bidder/agency shall remain firm and will not be subject to escalation of any description during the execution of the contract. The rate/s offered by the bidder/agency shall be exclusive of Goods & Service Tax (GST) (Central and State). The rate/s offered by agency/bidder shall be inclusive of vehicle repair & maintenance, registration, insurance and all kind of taxes & Duties applicable on bidder related to running & Maintenance of electrical vehicle on hire and no other charges will be payable to bidder/agency by BSDMA. There will be no change in the price in respect to change in the cost of accessories of electrical vehicles including tyres etc., repair and maintenance, insurance, registration fee, rates, taxes & duties etc. This shall be quoted in the format as mentioned in Annexure 6.
5. The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and subsequently processing the same. Bihar State Disaster Management Authority will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.
6. The tender submitted by the bidder and documents relating to the tender shall be written in the English language. However, the language in any printed document furnished by the bidder in connection with its tender may be written in any other language provided the same is accompanied by self-attested English translation and, for purposes of interpretation of the tender, the English translation shall prevail. However, if the language of any of the printed document(s) submitted by the bidder is/are in "Hindi" language, then there is no need for providing an English translation of the same document, for interpretation.
7. At any time prior to the deadline for submission of tenders, the Bihar State Disaster Management Authority may, for any reason deemed fit by it, modify the Tender Documents by issuing suitable amendment(s) to it.
8. Such an amendment will be notified only on www.bsDMA.org . and the same shall be binding to all prospective Bidders. No separate communication shall be made to any individual bidder.
9. Any bidder who has downloaded the tender document should watch for amendment or clarifications, if any, issued only on the above website. Bihar State Disaster Management Authority (BSDMA) will not issue separate communication to them and shall not be responsible in any manner if prospective Bidders miss any notifications placed on above mentioned website.

10. The tender shall be accompanied by Earnest Money Deposit (EMD) of Rs 25,000/- (Twenty five thousand Rupees Only) in the form of Demand Draft (DD) from any Scheduled Bank in favour of Bihar State Disaster Management Authority payable at Patna. It may be noted that no bidder is exempted from depositing EMD. Tenders submitted without EMD shall be summarily rejected. The EMD of unsuccessful bidder will be returned to them without any interest, after final conclusion of the tender. The EMD of the successful bidder will be returned without any interest, after receipt of Performance Security (PS) as per the terms of contract.

11. In order to provide response to any doubt regarding terms and conditions, scope of services and conditions of contract etc. given in the tender document, a pre-bid meeting has been scheduled to be held in the office of BSDMA as per details given hereunder:

Date & Time : 04.01.2023 15:00 hrs.

Venue : Conference Hall, Bihar State Disaster Management Authority
(BSDMA) Patna.

12. During the pre-bid meeting, the clarification sought by representative of prospective bidders in writing shall be responded appropriately. The BSDMA shall upload written responses if received, on the website www.bsDMA.org to such written requests for clarifications.

SECTION 2: ELIGIBILITY CRITERIA

Sl.	Eligibility Criteria for Individual Firms no.	Supporting Document
1	The Bidder should be Registered Company under Companies act 1956/2013/Partnership Firm/Proprietorship Firm/ trust/ society and should have been in operation for a period of at least 1 year as on 31 st March, 2023.	For Company-Copy of the Certificate of Incorporation issued by the Registrar of Companies (RoC) under companies act 1956/2013. For Partnership Firm- Registration Certificate issued by registrar of firm under partnership act 1932 For Society/Trust- Certificate issued under society registration act 1860/ Indian Trust Act 1882 For Proprietorship firm- Certificate issued under shop & Establishment act
2	The Bidder must have an average annual turnover of Rs. 50 Lakhs, in the last three financial years FY 2018-19 & FY 2019-20, FY 2020-21 as evidenced by the audited accounts of the agency.	Audited balance sheet and income tax return.
3	The bidder should have sufficient number of electrical vehicles, of the make/model specified for each of the Type registered in the name of the bidder/agency. For the make/model of electrical vehicles listed under each Type, refer the financial bid in Annexure 6.	Notarised copy of the Registration Certificate (RC), Insurance, Road & commercial Tax.
4	The bidder having experience in providing vehicles, as per the specifications mentioned in this tender document, during the last one year to Central or State Government/Semi-Government/Public Sector Undertakings (PSU)/Government agency.	Copy of work order and experience certificate from the contracting agency (Central or state Government /Semi-Government/Public Sector Units (PSU)). The certificate should clearly mention the nature of work.

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5	<p>Bidder will provide self-attested copies of agency/firm</p> <p>(i) PAN card of the agency</p> <p>(ii) Income tax return (ITR) of last three assessment years (FY 2018-19 & FY 2019-20, FY 2020-21). (iii) GST Registration Certificate</p>	<p>Self-attested copies of:</p> <ul style="list-style-type: none"> ▪ PAN card ▪ Copy of Income Tax Return (ITR) filled by bidder in three assessment years (FY 2018-19 & FY 2019-20, FY 2020-21. Copy of GST Registration Certificate).
6	<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 undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason during the last 3 years from the last date of submission of bids, and</p> <p>(ii) No criminal/vigilance case related to cheating, forgery, Criminal breach of trust, theft and prevention of Corruption Act is pending in any court of law against the bidder.</p> <p>(iii) The bidder shall declare all ongoing litigations it is involved in with any government agency/ state/ central department/ PSU.</p>	<p>Affidavit sworn before Public Notary/Executive Magistrate as per Annexure 3.</p>

- The bidder shall declare all ongoing litigations it is involved with any government agency/state/central department/PSU.
- The Technical proposals of all bidders which meet the above eligibility criteria, and basic requirements (i.e. timely submission, bid security, sealing of application etc.), will move to the next stage of Financial Bid evaluation.
- The financial bids, of the shortlisted bidder(s)/agency(s), from technical evaluation (matching eligibility criteria), will be opened, and the bidder, who quotes the lowest (L1) minimum cost for hiring per electrical vehicle for monthly booking (including GST) as per Least Cost Selection (LCS), will be selected bidder(s)/agency(s) for the supply of the particular electrical vehicle and requirement type (local/outstation travel for monthly use), under the, "Tender Notice for selection of agency (s) for hiring of electrical vehicles". The selected agency(s) or bidder(s) will need to sign a contract with BSDMA.
- The rates quoted are in figures as well as in words. It is made clear that L1 shall be declared on the basis of rates quoted for each item.
- The selected agency(s) or bidder(s) will need to sign a contract/agreement floated from NIT, with the Bihar State Disaster Management Authority within 21 days from the day of issue of the Letter of Intent (LoI).
- In case, the L1 bidder denies/fails to honour the contract/Letter of Intent (LoI), the BSDMA shall be at freedom to negotiate with L2, L3.... (in this order) responsive bidders with their consent to enter into an agreement with the BSDMA, to hire electrical vehicle as per requirement type (local/outstation travel on monthly use) at L1 rate and for said denial/failure if any, the EMD of the concerned selected bidder will be forfeited.
- Also, in case L1 fails to provide electrical vehicles within timeframe as specified by the BSDMA, the BSDMA shall be at the freedom to procure the same from L2, L3..... (in this order) responsive bidders at the L1 rate for the electrical vehicle as per requirement type.

SECTION 3: PREPARATION OF TENDER

1. Tender Documents are invited in two bids System. The bidder has to seal the Technical bid "Envelope-A" and Financial bid "Envelope-B" in separate envelopes duly super scribed, sealed and both these envelopes should then to be put in a bigger outer envelope, which should also be sealed and duly super scribed with "Tender Notice for selection of agency(s) for hiring of electrical vehicles on lease basis". The outer as well as inner envelopes should have complete address of bidder as well as of Bihar State Disaster Management Authority.
2. The "Envelope A" containing the Technical Bid, should contain
 - 2.1 Proposal covering letter, as per Annexure 1
 - 2.2 Particulars of the bidder, as per Annexure 4
 - 2.3 Self-attested copy of the Certificate of Incorporation issued by the Registrar of Companies or appropriate authorities as applicable
 - 2.4 Self- attested copy of PAN card & GST registration certificate, along with income tax returns as mentioned in the tender document.
 - 2.5 Earnest Money Deposit (EMD) of Rs. 25,000/- (Twenty five thousand rupees only) in the form of Demand Draft (DD) from any Scheduled Bank in favour of 'Bihar State Disaster Management Authority 'payable at Patna.
 - 2.6 Original tender document duly stamped and signed in each page, as a token of acceptance of all the terms and conditions.
 - 2.7 Self-attested copy of audited balance sheet for the last 3 financial years (FY 2018-19 & FY 2019-20, FY 2020-21).
 - 2.8 Self-attested copy of the Income Tax Returns (ITR) acknowledgement for three assessment years (i.e., FY 2018-19 & FY 2019-20, FY 2020-21).
 - 2.9 Authorization Letter for signing of proposal in favour of signatory to tender documents as per Annexure 2.
 - 2.10 Affidavit from Notary / Executive magistrate about non-blacklisting of the agency/bidder as per Annexure 3.
 - 2.11 Copy of work order(s) and experience certificate(s) from the contracting agency(s) (Government/Semi Government/Public Sector Units (PSU)). The certificate should clearly mention the nature of work.
 - 2.12 Checklist as per Annexure 7.
 - 2.13 Any other document, as mentioned in the eligibility criteria
 - 2.14 The bidder has to dispatch and submit the bid, by speed post/registered post (Courier will not be accepted) at the office of on or before **31.01.2023 ; 05:00 pm**. No Bid will be accepted beyond this time.
 - 2.14 Submission of Character Certificate of last six months.


 Secretary,
 Bihar State Disaster Management Authority (BSDMA),
 2nd Floor, Pant Bhawan, Patna - 800001

3. The Bihar State Disaster Management Authority will open the tenders at the date and time as indicated in Notice Inviting Tender (NIT). In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the BSDMA, the tenders will be opened at the appointed time in the Conference Hall of BSDMA on the next working day.
4. Authorized representatives of the bidders, who have submitted tenders on time may attend the tender opening provided they bring with them letters of authority from the bidders.
5. The "Technical Bid" shall be opened, at the prescribed time and date as indicated in Notice Inviting Tender (NIT). These Bids shall be scrutinized and evaluated by the designated committee of BSDMA with reference to parameters prescribed in the tender.
6. The financial bid(s) of bidders whose Technical bids are found technically responsive and comply with the bid documents, will only be considered for financial evaluation. The date of opening of financial bids shall be communicated to such bidders, whose Technical bids are found technically responsive. The bidder's representative may be present at the time of opening of price bid at the pre-appointed time, date and venue.
7. The bidder should quote the rates in figures as well as in words. Alteration, if any, unless legibly attested by the bidder, with their full signatures shall invalidate the bid. Each page of document should be signed by the supplier himself/themselves or his/their authorized agent on his/their behalf. In case the agent signs the document, the authority letter in his favour must be enclosed with the quotation as per Annexure 2.
8. The bidder should take care that the rates / amounts are written in such a way that interpolation is not possible. No blank should be left which may otherwise make the bid liable for rejection.
9. The price offered by the bidder/agency shall be valid for the entire contract/ extended period.
10. The rates quoted by the bidder/firm shall remain firm and will not be subject to escalation of any description during the execution of contract/Extended period. The rate/s offered by the bidder/agency shall be inclusive of Goods & services Taxes (GST) (Central & State). The rate/s offered by agency/bidder shall be inclusive of all manpower, charging, station, electrical vehicle repair & maintenance, registration, insurance and state Rate, taxes and duties and no other charges will be payable to bidder/agency by BSDMA. There will be no change in the price in respect to change in the cost of accessories of electrical vehicles including tyres, batteries, motors, etc., repair and maintenance, insurance rate, all taxes and duties etc. while the rate contract is under execution.
11. The bidder/agency shall provide the electrical vehicles required by BSDMA at the destination mentioned.
12. The agency submitting its bid would be deemed to have considered and accepted all the terms and conditions. No enquiries, verbal or written shall be entertained in respect of acceptance or rejection of the bids.
13. Notwithstanding, anything contained in clause 6 of the Notice Inviting Tender (NIT), the BSDMA reserves the right to cancel/reject full or any part of the tender, without assigning any reason.
1. Any action on the part of the bidder to influence anybody in BSDMA will make her bid liable for rejection.
 2. BSDMA may, in writing, make any revision or change in the order, including additions or deletions from the quantities mentioned in the tender document which shall be communicated by BSDMA.
 3. BSDMA reserves, further, the right to cancel the rate contract in whole or any part thereof and shall be entitled to revise the rate contract wholly or in part by a written notice to the selected agency/ bidder, if:
 - a) The agency fails to comply with the terms of the order including specifications and other requirements; and
 - b) The agency fails to provide the electrical vehicles on time.
14. Upon receipt of the said cancellation notice, the agency shall not provide any services connected with the rate agreed in contract.

15. The electrical vehicles provided by the successful bidder shall be strictly in accordance with specifications stated; any alterations of those conditions shall not be made without consent of BSDMA in writing. Any unauthorized deviation from the quality of the electrical vehicles as well as scope of works under the contract shall not be permitted and if so, the concerned agency/bidder, shall be liable to be penalized accordingly.
16. The BSDMA will place the orders for rate contracted electrical vehicles based on the requirement of the Authority.
17. **Electrical Vehicles must have Fastag facilities for payment of toll charges.**

SECTION 4: SCOPE OF WORK (SoW)

1. The agency shall provide type of electrical vehicle(s) given in the financial bid, as per the type of requirement (local/outstation on monthly basis) stated by BSDMA.
2. The electrical vehicle provided by the bidder/agency should
 - (i) Have commercial license issued from competent authority.
 - (ii) Have Commercial Taxi/ Cab Registration Numbers, whichever applicable.
 - (iii) Be in good working condition, and not more than 2 years old without any scratches/dents/noise etc..
 - (iv) Be equipped with fully functional air-conditioning system.
 - (v) Have State permit, as applicable.
 - (vi) Have good seats with clean covers/towels.
 - (vii) Be insured (3rd party insurance cover) and continue to be insured during the period of the contract.
 - (viii) Be having Road tax paid, as applicable.
 - (ix) Conform to all transport Acts and pollution control norms as applicable and prescribed by the state or centre, by the Transport department from time to time.
 - (x) Be registered in the name of the agency/bidder, and not in the name of the management or employee.
 - (xi) Have sealed working Milometer.
3. The agency/bidder shall be solely responsible for payment of commercial & road taxes or any other rate/fees/cess/duties and taxes, including insurance and conform to and get the vehicle(s) tested and evaluated as per the norms issued by the transport department from time to time, such that all the vehicle(s) remain in service during the tenure of the contract, and will be required to submit proof of such, to the BSDMA.
4. The agency/bidder shall be solely responsible for the repair and maintenance, including replacement of parts including tyres, batteries, motors, etc., as per need of the electrical vehicle(s) such that the vehicle(s) remain in service during the tenure of the contract.
5. The Bihar State Disaster Management Authority shall provide dedicated location/space (without any charge) and all necessary approval for installation/commissioning of charging station and to also undertake all electrical and preparatory work relating thereto. The screenful bidder/firm shall install/ commission the charging station within the headquarter the promises (Pant Bhawan of BSDMA.
6. The agency/bidder shall be solely responsible for installation, supply and maintenance of adequate DC chargers.
7. The agency shall be responsible to comply with all applicable labour Law in respect of the manpower appointed or hired by the bidder or agency in respect of execution and implementation of the project and shall indemnify and keep indemnified the Authority for any claim, action or demand whatsoever in that regard.
8. The Bidder shall immediately provide replacement of the vehicle under repair (maintenance) /detained due to accident or vehicle not available for duty or in breakdown conditions.
9. In case of breakdown of any vehicle, the Bidder shall replace the breakdown vehicle within one hour failing which BSDMA has the right to hire vehicle from any other sources at the expense of the BSDMA.
10. If any vehicle by the agency/bidder is not found fit for the work, the BSDMA, shall communicate this to the agency and it will be the responsibility of the agency to replace the said vehicle at the earliest.
11. The expenses on account of parking and toll will be borne by the BSDMA.
12. 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.
13. 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.

14. The Bidder shall indemnify the BSDMA against all other damages/charges and expenses for which BSDMA 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.
15. The BSDMA will be under no legal obligation to provide employment to any of the personnel of the bidder during/ expiry of agreement period and the BSDMA recognizes no employer-employee relationship between the BSDMA and the personnel deployed by the agency.
16. All the vehicles provided to BSDMA should be in good running condition and having valid documents / licenses from transport department and insurance policy of vehicle 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 and as applicable.
17. Any repair & maintenance requirement of electrical vehicles at BSDMA, shall be the responsibility of the Bidder. Any non-functioning vehicle shall be immediately notified by the concerned officer in BSDMA, to the agency/Bidder for rectification. In case of a lack of requisite action by the Bidder a formal complaint and call for action would be issued to the Bidder by the concerned officials immediately.

SECTION 5: TERMS AND CONDITIONS

(A) EARNEST MONEY DEPOSIT (EMD)

1. The tender shall be accompanied by Earnest Money Deposit (EMD) of Rs. 25,000/- (Rupees Twenty five thousand only) in the form of Demand Draft (DD) from any Scheduled Bank in favour of 'Bihar State Disaster Management Authority' payable at Patna. It may be noted that no bidder is exempt from deposit of EMD. Tenders submitted without EMD shall be summarily rejected.
2. The EMD of unsuccessful bidder will be returned to them without any interest, after conclusion of the tender. The EMD of the successful bidder will be returned without any interest, after receipt of Performance Security (PS) as per the terms of contract.
3. Earnest money is required to protect the BSDMA against the risk of the Bidder's conduct, which would warrant the forfeiture of the EMD. The EMD of a bidder may be forfeited without prejudice to other rights of the BSDMA, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information /documents furnished in its tender is incorrect, false, misleading or forged. In addition to the aforesaid grounds, the successful bidders' EMD will also be forfeited without prejudice to other rights of BSDMA, if it fails to furnish the required Performance Security (PS) within the specified period.
4. The EMD/ Bid Security shall be forfeited by the BSDMA hereunder or otherwise, under the following conditions:
 - 4.1 If a Bidder submits a non-responsive Bid;
 - 4.2 If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice
 - 4.3 If a Bidder withdraws its Bid during the period of bid validity as specified in this tender and as extended by the BSDMA from time to time;
 - 4.4 In the case of Selected Bidder, if it fails within the specified time limit:
 - i. to sign the contract and/or
 - ii. to furnish the Performance Security(PS) within the period prescribed therefore in the contract
 - 4.5 In case the Selected bidder, having signed the contract, commits any breach thereof prior to furnishing the Performance Security (PS).

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(B) CONTRACT DURATION

The tenure of the hiring of services under the contract is for 01 year, which may be extended for a further period of 02 years on terms and conditions based on the requirements, availability of resources, funds and satisfactory performance of work done by the agency. Any such extension shall not be the right of the agency.

(C) SIGNING OF THE CONTRACT

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

(D) PERFORMANCE SECURITY

- The successful bidder shall have to furnish a performance security in the form of a Bank Guarantee issued by a scheduled Bank in favour of BSDMA, for an amount of Rs 50,000/- (Rupees fifty Thousand Only). The Bank guarantee shall be as per Performa at "Annexure 5" and remain valid for a period, which is six months beyond the date of expiry of the contract. The Performance Security will be returned to the bidder, upon validation of completion of the all contractual obligations including warranty.
- The performance security should be submitted before executing the contract/signing of the contract document positively.
- If the agency/bidder violates any of the terms and conditions of contract in any manner, the Performance Security shall be liable for forfeiture, and the contract may also be cancelled/terminated. Further, the agency will be blacklisted for a reasonable period as decided by BSDMA.

(E) PENALTIES

- Agency performance would be evaluated based upon applicable penalties deducted
- The parameters will be used to assess the performance of the Service Provider and penalty will be applied as and when required as under:

Sl. No.	Parameters	Applicable Penalty
1	Vehicle found with damaged Milo Meter	Rs. 1,000 per instance, along with replacement of the vehicle
2	Failure in providing vehicles on time	Rs.100 per hour of delay
3	Failure in providing replacement vehicle	Rs.1000 per instance along with cost of hiring paid by BSDMA from other sources.

(F) PAYMENTS

- The Bihar State Disaster Management Authority (BSDMA) will pay the agency on monthly basis to the agency as per the rates quoted in the tender for each of the electrical vehicles (local/outstation travel on monthly use).
- The service provider will raise its invoices on completion of services during the month and the invoices must be submitted to Bihar State Disaster Management Authority (BSDMA) till 7th day of the next following month. 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.
- The payment shall be released after necessary verifications and deducting penalties (if any) upon submission of Invoice.

- d) The rates/prices, quoted by the bidder/agency in the financial bid, as per Annexure 6, shall remain same for the entire duration of the contract.

(G) MODIFICATION OF CONTRACT

The contract when executed by the parties shall constitute the entire contract between the parties in connection with the jobs/services and shall be binding upon the parties. Modification, if any, to the contract, if the need be, shall be in writing and with the consent of the parties and not otherwise.

(H) TERMINATION OF CONTRACT

- a) Any bidder found to be involved in fraudulent practices (misrepresentation or omission of facts or suppression/hiding of facts or disclosure of incomplete facts), in order to secure eligibility to the bidding process during the submission of bid or after release of Letter of Intent (LoI) or contract formalization, shall be liable for punitive action amounting to blacklisting of the bidder, including the forfeiture of concerned EMD (Bid Security) and/or Performance Security also.
- b) The BSDMA, without prejudice to any other contractual rights and remedies available to it, may, by written notice of default sent to the agency, terminate the contract in whole or in part, if the agency fails to perform services as specified in the present contract or any other contractual obligations within the time period specified in the contract and the firm shall also be blacklisted, consequently the performance security may be forfeited, as also explained in preceding paragraphs.
- c) Unless otherwise instructed by the BSDMA, the agency or bidder shall continue to perform the contract to the extent not terminated.

(I) TERMINATION FOR INSOLVENCY

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

(J) TERMINATION BY MUTUAL CONSENT

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

(K) FRAUD AND CORRUPT PRACTICES

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the BSDMA may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding Process.
- b) For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
 - i. "Corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner

whatsoever, directly or indirectly, any official of the BSDMA who is or has been associated in any manner, directly or indirectly, with the bidding Process.

- ii. **"Fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding Process;
- iii. **"Coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the bidding Process;
- iv. **"Undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the BSDMA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding Process; or (ii) having a Conflict of Interest
- v. **"Restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the bidding Process.

(L) DISPUTE MECHANISM

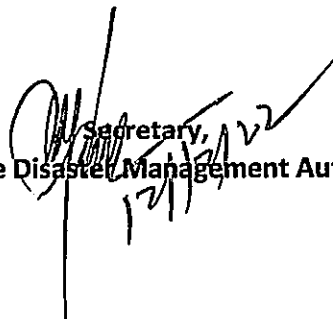
1. Any dispute or difference or claim arising out of or in relation to this MoU/agreement/ contract, including the validity, performance or breach thereof, which firstly the parties hereto cannot themselves settle by reaching a mutual understanding, shall be referred for settlement to the Vice Chairman,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

(M) INSURANCE

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

(N) NOTICES

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


 Secretary,
 Bihar State Disaster Management Authority

ANNEXURE 1: PROPOSAL COVERING LETTER

[On the Letter head of the Bidder]

Date:

To

**The Secretary,
Bihar State Disaster Management Authority,
2nd Floor , Pant Bhawan,
Patna – 800001**

Re: Selection of agency for hiring of electrical vehicles

Dear Sir / Madam,

We, the undersigned, offer to provide the services for in accordance with your Request for Proposal vide Ref Nodatedand our Proposal. We are hereby submitting our Proposal for the same.

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

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

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

We shall make available to BSDMA 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 BSDMA;
- b. We have not directly or indirectly or through an executive engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any contract tendered into with BSDMA 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.

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

 Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

ANNEXURE 2: POWER OF ATTORNEY

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

Power of Attorney

Know all men by these presents, We M/s..... (name and address of the registered office) do hereby constitute, appoint and authorize Mr /

Ms.....(name and residential address and PAN), duly approved by the appropriate authority of the firm/ agency, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for "Selection of agency for hiring of electrical vehicles" including signing and submission of all documents and providing information / responses to the Bihar State Disaster Management Authority (BSDMA), representing us in all matters before the Bihar State Disaster Management Authority in all matters in connection with our bid for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney (PoA) and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this the..... day of 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 (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- ii. In case an authorized Director of the Applicant signs the Application, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney (PoA).

ANNEXURE 3: FORMAT FOR AFFIDAVIT

Format for Affidavit certifying that Entity/Promoter(s) / Director(s)/Members of Entity are not Blacklisted (On a Stamp Paper of INR 1000)

Affidavit

I, Mr./Mrs....., (the names of the authorised person) of M/s....., (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter(s) / director(s) are not blacklisted/barred/convicted by any court of law for any criminal or civil offences/ declared ineligible by Bihar State Disaster Management Authority (BSDMA), or any other entity of GoB or by any entity of state government /or Govt. of India or any local Self-Government body or public undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason and from participating in Project/s, in last 3 years from the date of submission of bids/tenders, as on the _____ (Date of Signing of Application).

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

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

- 1.
- 2.
- 3.
- 4.
- 5.

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

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

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

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

Name of the Applicant.....

Signature of the Authorized Person

..... Name of the Authorized Person

ANNEXURE 4: PARTICULARS OF THE BIDDING ORGANIZATION

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

ANNEXURE 5. FORMAT FOR PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.:

Date:

To,

Secretary,

Bihar State Disaster Management Authority,

2nd Floor, Pant Bhawan,

Patna – 800001

Dear Sir,

WHEREAS..... (Name of Bidder) hereinafter called "the Bidder" has undertaken, in pursuance of Contract dated ...2021 (hereinafter referred to as "the Contract") to implement the [Name of the project: For hiring of Electric Vehicles on lease basis for Bihar State Disaster Management Authority (BSDMA), Patna. AND WHEREAS it has been stipulated in the said Contract that the bidder shall furnish a Bank Guarantee ("the Guarantee") from a Scheduled Bank for the project/performance of the [Name of the Project] as per the contract. WHEREAS we ("the Bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give the BSDMA, Bihar the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

1. The Bank hereby irrevocably and unconditionally guarantees the payment of *Rs. 50,000/- (Rupees fifty thousand only)* to BSDMA, Patna under the terms of their contract dated on account of full or partial non-performance / non- implementation and/ or delayed and/ or defective performance / implementation. Provided, however, that the maximum liability of the Bank towards BSDMA, Patna under this Guarantee shall not, under any circumstances, exceed in aggregate.
2. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from BSDMA, Patna stating full or partial non-implementation and/ or delayed and/ or defective implementation, which shall not be called in question, in that behalf and without delay/demur or set off, pay to BSDMA, Patna any and all sums demanded by BSDMA, Patna under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from BSDMA, Patna to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address: Attention Mr.....
3. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of **18 months** from the date of its execution.
4. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:
 - a. any change or amendment to the terms and conditions of the Contract or the execution of any further contracts/Agreements.
 - b. any breach or non-compliance by the bidder with any of the terms and conditions of any contracts/credit arrangement, present or future, between bidder and the Bank.
5. The Bank also agrees that BSDMA, Patna at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against agency and notwithstanding any security or other guarantee that BSDMA, Patna may have in relation to the bidder's liabilities.
6. The Bank shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of BSDMA, Patna or any other indulgence shown by BSDMA, Patna or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

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

Dated this the Day of

Witness

(Signature)
(Official Address)

(Signature) (Name)
Designation with Bank.

(Name) Bank Rubber Stamp

[Handwritten signature]

ANNEXURE 6– FINANCIAL BID

We agree to provide electrical vehicles to Bihar State Disaster Management Authority (BSDMA), in accordance with the terms of the tender document and thereby the contract, and will be charging at the rate of:

Type	Name of model/make	Type of requirement	
		Monthly Lease basis (Charging cost + Driver included in Rs.) (including of GST)	
Tata Electric Car	Tata E-Vision EV/ Tata Electric Car- Nexon EV + TATA Tigor EV		
Hyundai Electric Car	Hyundai Kona Electric		

1. The rates quoted for each "electrical vehicle model as per the requirement type (monthly)" shall be including of Goods & services tax (GST) as quoted above.
2. The rates quoted are in figures as well as in words. In case of any discrepancy in the amount quoted, only the amount quoted in words will be considered. It is made clear that L1 shall be declared on the basis of rates quoted for each item.
3. For monthly booking, L1 will be decided only on the basis of the rate quoted against monthly booking.
4. The price offered shall be valid for a minimum period of 1 year or extended period from the date of issue of award of contract.
5. The rate/s offered shall remain firm and will not be subject to escalation of any description during the execution of the rate contract. The rate/s offered are exclusive of Goods & services tax (GST) (Central and State). The rate/s offered are also inclusive of all delivery charges, transportation etc. and no other charges will be payable to bidder/agency by BSDMA.
6. The rate/s offered by agency/bidder shall be inclusive of all manpower, ESIC & PF Employer Employee Contribution, fuel, vehicle repair & maintenance, registration, insurance and state and national rate taxes & duties etc. and no other charges will be payable to bidder/agency by BSDMA. There will be no change in the price in respect to change in the cost of accessories of vehicles (including tyres etc.), repair and maintenance, insurance etc., while the rate contract is under execution.

Signature of Authorized Signatory:

Seal with Designation: Place:

Date:

ANNEXURE 7: CHECKLIST FOR SUBMISSION

Sl. No.	Documents to be submitted	Submission Status (Yes/No)	Page Nos. in the Bid
1.	EMD/ Bid security amount of INR Rs. 25,000/- (Rupees twenty five thousand only) in the form of Demand Draft (DD) in favour of 'Bihar State Disaster Management Authority, payable at Patna		
2.	Proposal Forms as per tender		
3.	Copy of the Certificate of Incorporation issued by the Registrar of Companies or certificate issued by appropriate authorities as applicable for others (i.e., Partnership/ Proprietorship firm/society/Trust)		
4.	Audited Balance sheet and Income tax return		
4.1	FY 2018-19:		
4.2	FY 2019-20:		
4.3	FY 2020-21:		
5.	The bidder should have experience of providing vehicles, as per the specifications mentioned in this tender document, during each year in the last three years for a minimum period of three continuous months every year to Central or state Government/ Semi-Government/ Public Sector Units (PSU)/ Government agency.		
6.	Copies of: PAN card, GST Registration & Copy of Income Tax Return (ITR), filed by bidder in last 3 Assessment Years (FY: 2018-19, 2019-20 and 2020-21).		
6.1	PAN card		
6.2	GST registration certificate		
6.3.1	ITR of FY 2018-19:		
6.3.2	ITR of FY 2019-20:		
6.3.3	ITR of FY 2020-21:		
7.	Affidavit Sworn before notary stating that Agency/ Bidders is not blacklisted/banned/declared ineligible by any entity of any State Government or Govt. of India or any Local Self-Government body or public undertaking in India for participation in future bids for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason during the past 3 years, from the last date of submission of bids/tender.		
8.	Power of Attorney (PoA) in favour of signatory of Tender Documents, as per the format mentioned		

Signature of Authorized Signatory:

Seal with Designation:

Place:

Date:

(4)

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

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

- 1.
- 2.
- 3.

Signature of Authorized Signatory:

Designation:

Place and Date: