



Govt. of Bihar
Health Department
BIHAR STATE AIDS CONTROL SOCIETY

6th Floor Swasthya Bhawan
Sheikhpura, Patna-800014. Ph.: 0612-2290278, E-mail: biharsacs1@gmail.com

शुद्धि पत्र (Corrigendum)

बिहार राज्य एड्स नियंत्रण समिति, स्वास्थ्य विभाग, बिहार सरकार के द्वारा स्थानीय समाचार पत्रों में दिनांक 30.05.2026 PR No 004693 (B&C) 2026-27 के माध्यम से Tender Notice regarding Empanelment of agency (s) for Hring of Commercial Vehicles से संबंधित निविदा सूचना प्रकाशित करायी गयी थी।

उपरोक्त विषयक निविदा के संबंध में, सक्षम प्राधिकारी से प्राप्त अनुमोदन के आलोक में निविदा दस्तावेज में वित्तीय प्रस्ताव के प्रारूप Annexure VII तथा निविदा जमा करने की अंतिम तिथि में निम्नलिखित संशोधन किया जा रहा है।

संस्था का नाम-	बिहार राज्य एड्स नियंत्रण समिति, शेखपुरा पटना 714
निविदा संदर्भ संख्या-	06009-22/2019-fin (Ext-I)
निविदा विषय-	Tender Notice regarding Empanelment of agency (s) for Hring of Commercial Vehicles
PR No	004693 (B&C) 2026-27

REVISED INSTRUCTION OF THE FINANCIAL BID

Name of Model/make		Type of Requirement (Rs.)					
Vehicle Type		Monthly Booking		On call Booking (Local)		On call Booking (outstation)	
		Fixed Cost for Monthly usage upto 1500 kms	Per Km charges for extra usage (Above 1500 Kms)	Fixed Cost for usage up to 75 kms for 12 hrs.	Per km charges for extra usage (above 75 kms)	Fixed cost for usage upto 200 kms per day	Per km charges for extra usage (above 200 kms per day)
Type A	Innova Hycross						
Type B	Innova Crysta/Any other similar vehicles						
Type C	Scorpio/Safari/Storm/Entriga Any other similar vehicles						
Type D	Swift Dzire/Honda Amaze/Tata Tiago/Any other similar vehicles						

2	निविदा सूचना के कंडिका सं 02 के उपकंडिका सं 03- Closing Date and Time for submission of Bid- 25.06.2026	Closing Date and Time for Submission of Bid- 10.07.2026
3	अन्य शर्तें	प्रकाशित निविदा के अन्य सभी नियम, शर्तें एवं दिनांक अपरिवर्तित रहेंगे।

यह शुद्धि पत्र निविदा दस्तावेज का अभिन्न अंग माना जाएगा तथा निविदा का हिस्सा होगा।

(Signature)
25/06/2026
अपर परियोजना निदेशक



प्री बीड बैठक की कार्यवाही

समिति में Commercial Vehicles के Empanelment हेतु समाचार पत्रों में प्रकाशित निविदा सूचना के आलोक में आज दिनांक 15.06.2026 को अपराह्न 4:00 बजे स्थायी क्रय कमिटी के द्वारा प्री बीड बैठक आहूत की गयी। जिसमें निम्न इच्छुक निविदाताओं के द्वारा भाग लिया गया।

S.N.	Name of the Agency	Name of the Contact Person	Mobile Number	Signature
	YASH SERVICES	Dhananjay Kr.	9470609908	

निविदा के नियम एवं शर्तों पर निविदाताओं के संबंध में चर्चा की गयी तथा एक निविदादाता के द्वारा निविदाताओं से मांगी गयी वित्तीय निविदा (Annexure VII) के कॉलम में Top Model का भी दर मांगने हेतु अलग से कॉलम जोड़ने हेतु अनुरोध किया गया। जिसको स्थायी क्रय कमिटी के द्वारा परियोजना निदेशक के अनुमोदनोपरान्त कार्रवाई करने हेतु सूचित किया गया।

15/6/26
I/C Procurement
Cum- I/c Store

15/6/26
Incharge Vehicles

15/6/26
JD (Finance)

6th Floor Swasthya Bhawan
Sheikhpura. Patna- 800014. Ph.: 0612-2290278

E-mail: biharsacs1@gmail.com

**Tender Notice regarding Empanelment of
agency (s) for Hiring of Commercial vehicles.**

Bihar State AIDS Control Society, Patna is an autonomous body constituted for implementing National AIDS Control Programme (NACP).

Bihar State AIDS Control Society (BSACS) invites bids under two bids system (Technical Bid & Financial Bid) from reputed and experienced business entities having valid licence/ certificate for empanelment of agency for providing Commercial Vehicles on hiring basis to Bihar State AIDS Control Society, 6th Floor, Swasthya Bhawan, Patna-14 (BSACS). The contract period will be effective from date of award of the contract to **31.03.2027**, extendable on same terms and condition on the basis of satisfactory performance on mutual consent.

1. The detailed tender documents including terms and conditions, eligibility, quantity and quotation form can be obtained from the Procurement cell of Bihar state AIDS Control Society, Patna on all working days (Monday to Friday) between 11.00 hours and 16.00 hours. **It may also be downloaded from the website of BSACS (www.bsacs.bihar.gov.in).**

2. Schedule of Events:

S.N.	Event Description	Timeline
1.	Pre Bid Meeting (Date & Time)	15.06.2026 at 4:00 PM to 4:30 PM
2.	Pre Bid Meeting Venue	Chamber of PD, BSACS, Sheikhpura, Patna-14
3.	Closing Date and Time for Submission of Bid	25.06.2026 at 3.30 PM
4.	Date and Time for opening of Technical Bid.	25.06.2026 at 4.00 PM
5.	Date and Time for opening of Financial Bid.	TO BE ANNOUNCED LATER

3. Interested tenderers may obtain further information about this Notice Inviting Tender (NIT) form the office of Bihar State AIDS Control Society, Sheikhpura, Patna.

4. The bid must be submitted through Courier/Speed Post/Registered Post only at Dispatch Section of Bihar State AIDS Control Society. Bids submitted by hand or by any other means will not be accepted. The Society will not be responsible for any postal delay. No tender will be accepted after closing date and time in any circumstances.

5. The technical bid will be opened on 25.06.2026 at 4.00 PM in presence of the bidders or their authorized representatives who choose to attend.

6. All prospective tenderers may attend the Pre- Tender meeting. The venue, date and time are indicated in Schedule of Events as in clause 2 above.

7. In the event of the date specified for bid receipt and opening being declared as a holiday for BSACS, the due date for submission of Bids and opening of Bids will be the following working day at the appointed times.

8. For Further enquiry and information, please contact to the following officer during office hours 10.00 Am to 6.00 PM- Shri Mithilesh Kumar Pandey, I/c Procurement, BSACS, Patna.

Bihar State AIDS Control Society reserves the rights to cancel the bid without assigning any reasons at any journey stage of this IFB.

Additional Project Director

सही और पूरी जानकारी दूर रखे एड्स की बीमारी

PR- 004693 (B & C) 2026-27

उक्त सूचना state.bihar.gov.in/prdbihar पर भी देखी जा सकती है।



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Information & Public Relations Department, Govt. of Bihar

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Today: 11-Jun-2026

e- Advertisement

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Requested Location:	Bihar	Ad. Category:	Print Media
Advertiser Mob. No.:	8936040088	Advertiser Email:	alokvns87@gmail.com

पत्रांक 302,
प्रेषक,

दिनांक 29.05.2026

आलोक कुमार सिंह
सहायक निदेशक युवा-सह- नोडल पदाधिकारी
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सेवा में,
निदेशक
सूचना एवं जनसम्पर्क विभाग,
सूचना भवन, बिहार सरकार
पटना-1

विषय: निविदा सूचना प्रकाशित करने के संबंध में।
महाशय,

उपर्युक्त विषय के आलोक में सूचित करना है कि बिहार राज्य एड्स नियंत्रण समिति द्वारा **Empanelment of Agency for Hiring of Commercial Vehicles** से संबंधित निविदा सूचना प्रकाशित करायी जानी है। यह सूचना का प्रकाशन बिहार से प्रकाशित होने वाले दो (02) समाचार पत्रों (एक हिन्दी एवं एक अंग्रेजी) में किया जाना है। संबंधित सूचना प्रारूप पत्र के साथ सलंगन है।

अतः सादर अनुरोध है कि **Empanelment of Agency for Hiring of Commercial Vehicles** हेतु निविदा सूचना का प्रकाशन बिहार से प्रकाशित होने वाले दो (02) समाचार पत्रों (एक हिन्दी एवं एक अंग्रेजी) में प्रकाशित करने हेतु संबंधित को निदेशित करने की कृपा की जाय।

विश्वासभाजन

(आलोक कुमार सिंह)

सहायक निदेशक युवा-सह-
नोडल पदाधिकारी
E-Advertisement

ज्ञाप संख्या: 302.....

पटना दिनांक 29.05.2026

प्रतिलिपि:-

1. परियोजना निदेश, बिहार राज्य एड्स नियंत्रण समिति, पटना को सादर सूचनार्थ प्रेषित।
2. संयुक्त निदेशक (वित्त), बिहार राज्य एड्स नियंत्रण समिति, पटना को सूचनार्थ प्रेषित।

सहायक निदेशक युवा-सह-
नोडल पदाधिकारी
E-Advertisement



Tender Notice regarding Empanelment of agency (s) for Hiring of Commercial vehicles.

Bihar State AIDS Control Society, Patna is an autonomous body constituted for implementing National AIDS Control Programme (NACP).

Bihar State AIDS Control Society (BSACS) invites bids under two bids system (Technical Bid & Financial Bid) from reputed and experienced business entities having valid licence/ certificate for empanelment of agency for providing Commercial Vehicles on hiring basis to Bihar State AIDS Control Society, 6th Floor, Swasthya Bhawan, Patna-14 (BSACS). The contract period will be effective from date of award of the contract to 31.03.2027, extendable on same terms and condition on the basis of satisfactory performance on mutual consent.

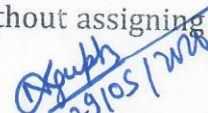
1. The detailed tender documents including terms and conditions, eligibility, quantity and quotation form can be obtained from the Procurement cell of Bihar state AIDS Control Society, Patna on all working days (Monday to Friday) between 11.00 hours and 16.00 hours. **It may also be downloaded from the website of BSACS (www.bsacs.bihar.gov.in).**

2. Schedule of Events:

S.N.	Event Description	Timeline
1.	Pre Bid Meeting (Date & Time)	15.06.2026 at 4:00 PM to 4:30 PM
2.	Pre Bid Meeting Venue	Chamber of PD, BSACS, Sheikhpura, Patna-14
3.	Closing Date and Time for Submission of Bid	25.06.2026 at 3.30 PM
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5.	Date and Time for opening of Financial Bid.	TO BE ANNOUNCED LATER

3. Interested tenderers may obtain further information about this Notice Inviting Tender (NIT) form the office of Bihar State AIDS Control Society, Sheikhpura, Patna.
4. **The bid must be submitted through Courier/Speed Post/Registered Post only at Dispatch Section of Bihar State AIDS Control Society.** Bids submitted by hand or by any other means will not be accepted. The Society will not be responsible for any postal delay. No tender will be accepted after closing date and time in any circumstances.
5. The technical bid will be opened on 25.06.2026 at 4.00 PM in presence of the bidders or their authorized representatives who choose to attend.
6. All prospective tenderers may attend the Pre- Tender meeting. The venue, date and time are indicated in Schedule of Events as in clause 2 above.
7. In the event of the date specified for bid receipt and opening being declared as a holiday for BSACS, the due date for submission of Bids and opening of Bids will be the following working day at the appointed times.
8. For Further enquiry and information, please contact to the following officer during office hours 10.00 Am to 6.00 PM- Shri Mithilesh Kumar Pandey, I/c Procurement, BSACS, Patna.

Bihar State AIDS Control Society reserves the rights to cancel the bid without assigning any reasons at any journey stage of this IFB.


29/05/2024**Additional Project Director**

BIHAR STATE AIDS CONTROL SOCIETY

6th Floor Swasthya Bhawan
Sheikhpura. Patna- 800014. Ph.: 0612-2290278
E-mail: biharsacs1@gmail.com

To,

Dear Sir/Madam,

Sub.: Invitation of Bid regarding empanelment of agency (s) for Hiring of Commercial vehicles.

Bihar State AIDS Control Society (BSACS) invites bids under two bids system (Technical Bid & Financial Bid) from reputed and experienced business entities having valid licence/ certificate for empanelment of agency for providing Commercial Vehicles on hiring basis to Bihar State AIDS Control Society, SIHFW Building, Sheikhpura, Patna-14 (BSACS). The contract period will be effective from date of award of the contract to 31.03.2027, extendable on same terms and condition on the basis of satisfactory performance on mutual consent.

SECTION-1**I. Information to Bidder (ITB):**

- a. 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.
- b. The bidder has to quote the hiring price for all types of vehicles (Type A/Type B/ Type C) as mentioned in Annexure IV. If any bidder fails to quote the price for even one type of vehicle, their bid shall be treated as non responsive and summarily rejected.
- c. 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 BSACS excluding Goods & Service Tax (GST). GST if applicable will be paid by BSACS or the authorities decided by BSACS, as per the prevailing rates/rules (Refer to Annexure VII Instruction to Financial Bid). Also there shall be no change in the price in respect to change in the cost of fuel, labour, part

of vehicles including tyres etc. repair and maintenance, insurance, registration fee, rates, taxes & duties etc.

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d. Tender 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. The Bihar State AIDS Control Society, Patna will, in no case is responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

e. Language of 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.

f. Amendments to Tender Documents:-

- At any time prior to the deadline for submission of tenders, the BSACS may, for any reason deemed fit by it, modify the Tender Documents by issuing suitable amendment(s) to it.
- Such an amendment will be notified on website of BSACS (bsacs.bihar.gov.in) or in newspaper (if necessary).
- Any bidder who has downloaded the tender document should watch for amendment if any issued on the website of BSACS (bsacs.bihar.gov.in) and the BSACS will not issue separate communication to them. The BSACS shall not be responsible in any manner if prospective bidders miss any notifications placed on website or published on newspaper (if necessary).

g. Pre- Bid Meeting:-

1. In order to provide response to any doubt regarding terms and conditions, Scope of work and any other matter given in tender document, a pre-bid meeting has been scheduled to be held in the office of Bihar State AIDS Control Society (BSACS) as per details given hereunder:

Date & Time:	15.06.2026 (Monday) at 04:00 PM to 4:30 PM
Venue:	Chamber of Project Director, Bihar State AIDS Control Society, 6 th Floor Swasthya Bhawan, Patna-14
Contact Person	In charge Procurement, BSACS, Patna-14

OK

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. In case required, amendments in terms of Section I clause g above shall be issued, which shall be binding on all prospective bidders.

h. Clarification to Tender Documents:-

1. A prospective bidder requiring any clarification regarding terms and condition, technical specifications etc. given in the Tender Documents may submit written request for clarification to Additional Project Director, Bihar State AIDS Control Society by post/hand within 1 (one) day of date of pre tender meeting.
2. In the event, of the above mentioned day being declared as a holiday/closed day for the Bihar State AIDS Control Society (BSACS), the prospective bidders can submit written request for clarification by 1800 hrs on the next working day.
3. The BSACS shall not be responsible in any manner if a prospective bidder fails to notice any notifications placed on the website of BSACS.

i. Earnest Money Deposit (EMD):-

1. The tender shall be accompanied by Earnest Money Deposit (EMD) of Rs. 50,000.00 (Fifty Thousand) in the shape of Demand Draft from any Scheduled Bank in favour of Project Director, Bihar State AIDS Control Society, Patna payable at Patna.
2. It may be noted that no bidder is exempt from deposit of EMD. Tenders submitted without EMD shall be summarily rejected.
3. 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.
4. Earnest money is required to protect the BSACS against the risk of the Bidder's conduct, which would warrant the forfeiture of the EMD.
5. The EMD/Bid Security shall be forfeited by the BSACS hereunder or otherwise under the following circumstances.
 - a. If a bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - b. If a bidder withdraws its Bid during the period of bid validity as specified in this RFP and as extended by the BSACS from time to time.
 - c. In the case of selected bidder, if it fails within the specified time limit:
- I. To furnish the Performance Security (PS), before signing the contract agreement, within the period prescribed in the Letter of Award (LOA).

II. To sign the contract and/ or

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j. Preparation of Tender:-

1. The tender shall be duly signed by the authorized person duly approved by the appropriate authority in terms of the Annexure II at the appropriate places as indicated in the tender documents and all other pages of the tender including printed literature, if any shall be initialled by the same person (s) signing the tender. The tender shall not contain any erasure or overwriting except as necessary to correct any error made by the bidder and if there is any such correction the same shall be initialled by the person(s) signing the tender. The entire documents being part of tender document should be page numbered. The Authorization letter shall be furnished along with the tender as per the Annexure II.
2. The 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 BSACS may without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all cost and damages.
3. Financial Bid must be submitted on the letterhead of the bidder in the format provided with this document (Annexure-VII). Those bid/s which are not submitted on the letter head will not considered for financial evaluation.
4. Following required evaluation criteria must be submitted with tender documents.
 - I. Technical Proposal Covering Letter, as per "Annexure I"
 - II. Authorization Letter for signing of proposal in favour of signatory to tender documents as per "Annexure II."
 - III. Assignments of similar nature, as per "Annexure III"
 - IV. Particulars of the bidders as per "Annexure IV"
 - V. Self attested copy of establishment of the entity under Companies Act 1956/2013 or Partnerships Act 1932 or Shops & Establishment Act or Societies Registration Act 1860 or Indian Trusts Act 1882 or Copy of Registration Certificate issued by Shops and Establishments Act or Copy of Factory License / Copy of GST Registration Certificate/ Copy Income Tax Return in the name of Proprietor for Assessment year 2025-26
 - VI. Self attested copy of audited accounts statement i.e. Profit & Loss Account (if the bidder is registered under Company Act or Partnership firm or Proprietorship firm) and Income and Expenditure Account Statement (if the bidder is registered under

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(Societies Registration Act or Indian Trust Act), along with the audited balance sheet for the financial year 2022-23, 2023-24-and 2024-25

- VII. Self attested copy of the Income Tax Returns (ITR) acknowledgement for assessment year (AY) 2022-23, 2023-24-and 2024-25.
- VIII. Self attested copy of the certificate of registration of GST issued by the appropriate authority valid as on date of submission of tender documents must be submitted.
- IX. A duly notarized declaration from the bidder in the format given in the "Annexure VI" to the effect that firm has neither been declared as defaulter or blacklisted or declared ineligible by any competent authority of Government of India or Government of any state or society of any state etc.
- X. Self attested copy of the work order(s) and experience certificates, ascertaining, the bidders/agency's has experience for providing the vehicles, as per the type of vehicles mentioned in the tender document, during each year in the last three financial years 2022-23, 2023-24-and 2024-25 for a minimum period of three continuous months every year to Central or State Government/Semi-Government/Public Sector Units (PSU)/Government Agency.
- XI. Self attested copy of the Registration Certificate (RC), Insurance, and Road Tax (Commercial) for at least 3 vehicles of any make/model for the Type-A/Type-B/Type-C registered in the name of the bidder/agency.

k. Tender Submission:-

- I. The Bihar State AIDS Control Society, Bihar (BSACS) will open the tenders at the date and time as indicated in Clause 2 of the Notice Inviting Tender (NIT). In case the specified date tender opening falls on/is subsequently declared a holiday or closed day for the Bihar State AIDS Control Society, Bihar (BSACS), the tenders will be opened on the next working day.
- II. The financial bids of bidders whose Technical bids are found technically responsive and comply with the bid documents will only be considered for financial evaluation. The date of opening of financial bids shall be communicated to such bidders, who are technically qualified.
- III. No bidder can place more than one bid in any form in the state.
- IV. The Bidder has to give a single bid taking into consideration all the conditions as laid down in this tender document.
- V. The date fixed for opening of financial bids, if subsequently declared as holiday by the BSACS, the revised date of schedule will be notified on the Website. However, in absence

of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

SECTION-2 (EVALUATION OF TENDERS)

1. Scrutiny of Tenders

The tenders will be scrutinized by the selection committee appointed by the BSACS 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 BSACS 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 and opened. The Financial bid will be evaluated on the basis of Quality and Cost Basis Selection (QCBS). In the QCBS method it is mentioned here that if anybody quotes low rates as compared to Health department/State Health Society rates/ BMSICL rates then BSACS has the authority to reject those rates for empanelment of commercial vehicle providers.

2. Infirmary/Non-Conformity

The BSACS may waive minor infirmity and/or non-conformity in a tender, provided it does not constitute any material deviation. The decision of the BSACS 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 BSACS, 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 BSACS, the tender is liable to be ignored.

4. Bidder's capability to perform the contract

The BSACS, 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 BSACS shall be final and binding on the bidders.

Contacting the Bihar State AIDS Control Society (BSACS), Bihar

5.1) From the time of submission of tender to the time of awarding the contract, if a bidder needs to contact the BSACS for any reason relating to its tender, it should do so only in writing.

5.2) In case a bidder attempts to influence the BSACS, on the BSACS's 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 BSACS.

6. Bid Clarification

6.1) To facilitate evaluation of Proposals, the BSACS may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal. Notwithstanding anything contained in the NIT, the BSACS 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 BSACS, it is the Bidders' responsibility to provide required evidence of their eligibility as per the terms of the NIT, to the satisfaction of the BSACS. If no response is received within the prescribed time, the BSACS shall evaluate the offer as per available information. The technical evaluation committee in the BSACS can verify the facts and figures quoted in the proposal. The BSACS 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, the BSACS may reject an 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 BSACS here in above, if any bidder is found by the BSACS 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 Applicant shall not be eligible to participate in any tender or RFP issued by the BSACS during a period of 5 (Five) years from the date such bidder is found by the BSACS 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

(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 BSACS 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 The BSACS 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).

8.2 The bidder shall within 7 days of issue of the Work Order, give his acceptance

8.3 The BSACS 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 The BSACS will notify the successful bidder(s) in writing by issuing a Work Order, 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 L1 rates for empanelment of commercial vehicle providers as per QCBS. Further it is made clear that agency which quotes L1 on the basis of monthly booking, will be the lowest rates for empanelment of vehicle services for local booking and outstation booking at the discovered L1 rate through this tender for the concerned type. But any agency which quotes L1 for local and outstation booking, will not set as L1 rates for monthly booking on L1 Rate, unless the agency selected for monthly booking fails to provide the vehicle as per need of BSACS.

8.6 For monthly booking L1 rates 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 rates. However, the selected empanelment of vehicle service providers at L1 rates for monthly booking will be entitled to get payment for extra kilometre on the basis of lowest rate discovered through this tendering process, irrespective of the rate quoted by the L1 agency. An exclusive contract agreement will also be executed with BSACS and any bidder(s)/agency(s) which BSACS decides and who also fulfil to provide commercial vehicles at L1 rates for local and outstation booking for Type-A/B/C or for any type of vehicle and not being shortlisted on monthly booking.

8.7 In case any agency at L1 rates fails to provide vehicles within timeframe as specified by the BSACS, the BSACS shall be at the freedom to procure the same from other responsive bidders in this empanelment tender process at the L1 rate for the vehicle as per requirement type (local/outstation travel & daily/monthly use).

8.9 The empanelled bidder must furnish to the BSACS the required Performance Security (PS), before executing the contract/signing of the contract document positively failing which the EMD will be forfeited and the award will be cancelled with further appropriate actions to be taken against the bidder whatever it may be. Relevant details about the performance security have been provided under Section V Para 10.

8.10 The contract agreement between Bihar State AIDS Control Society, Bihar and the selected service provider which BSACS decides in this empanelment tender process and will be required to be signed within 15 days of the issue of the Work Order. The stamp duty and registration charges, if any, payable on the Agreement will be borne by the selected service provider.

SECTION-3 (SCOPE OF WORK (SOW))

1. The agency shall provide type of vehicle(s) given in the financial bid, as per the type of requirement (local/outstation & daily/monthly) stated by BSACS.

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2. The vehicle provided by the bidder/agency should
 - (i) Should be above 2022 model and must have at least 02 vehicles in top model for the Type-A/Type-B/Type-C categories of vehicles.
 - (ii) Have commercial license issued from competent authority.
 - (iii) Ensure availability of Fire Extinguisher, One Hammer and a pair of scissors in the vehicles all the time
 - (iv) In good working condition, preferably not more than 3 years old
 - (v) Be Fully functional air-conditioning
 - (vi) Have State and national permit as applicable
 - (vii) Be in good working condition without any scratches/dents/noise etc.
 - (viii) Have clean seats and covers.
 - (ix) Should be insured (3rd party insurance cover) and continue to be insured during the period of the contract.
 - (x) Registered in the name of the agency/bidder, and not in the name of the management or employee of the agency/bidder.
 - (xi) Have sealed Milometer.
 - (xii) 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.
3. The empanelled agency shall provide driver(s) who should be:
 - (i) Having good health and preferably 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 or as decided by BSACS.
 - (iv) Have workable mobile phone.
 - (v) Should be well trained, well behaved, reasonably educated, conversant with traffic rules/regulations and city/intra state roads/routes as well as security instructions.
4. The drivers shall be ready to travel & stay outstation at any time, as per the demand of the BSACS.
5. The empanelled agency/bidder shall be solely responsible for payment of commercial & road taxes or any other rate duties and taxes, including insurance and conform to and get the vehicle(s) tested and evaluated as per the norms issued by the transport department from time to time, such that all the vehicle(s) remain in service during the tenure of the contract, and will be required to submit proof of such, to the BSACS.
6. The empanelled agency/bidder agency/bidder shall be solely responsible for the repair and maintenance, including replacement of parts including tyres etc., as per need of the vehicle(s) such that the vehicle(s) remain in service during the tenure of the contract.

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7. The cost of fuel should be borne by the agency/bidder, and the BSACS, will not be responsible or held responsible and liable to pay to the agency/bidder, for the change in rates of fuels from time to time.
8. The driver(s) provided by empanelled agency/bidder, shall carry original copy of the Registration Certificate(RC), Insurance, Pollution Under Control(PUC) certificate, receipts of payment of Commercial taxes (local, state and national) and badges, driving licence, during all times, while providing services to the BSACS.
9. In case, the driver of the vehicle is on leave or absent, the Agency will provide a replacement driver without any delay.
10. If any appointed driver by the empanelled agency/bidder is not found fit for the work, the BSACS, shall communicate this to the agency and it will be the responsibility of the agency to replace the driver at the earliest.
11. The drivers appointed by the empanelled agency/bidder, shall maintain the log book(s)/duty slips along with toll taxes/challans, of the travel for each day, and get the same signed and approved by the concerned officer/using officer in the BSACS, 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 BSACS, else, the such cut mark(s) or overwriting shall not be accepted by BSACS.
12. If the service provider has paid toll tax via FASTag, then it will be required to mention the same in the duty slip, and copy of the e-bill shall be submitted at the time of submission of bills.
13. The empanelled agency/bidder will ensure timely salary payment of these drivers in the vehicles provided by the them and comply all labour law and relevant laws for running and operating the vehicles to BSACS.
14. The recruited drivers of the empanelled agency/bidder 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.
15. The empanelled agency/bidder 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 BSACS for any claim, action or demand whatsoever in that regard.

16. The empanelled agency/bidder 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 BSACS 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.
17. The vehicles and drivers provided by the empanelled agency/bidder shall work under the overall supervision of BSACS. The vehicle and Driver shall remain available all the time as per Duty Roster or as per requirement and shall not leave place of duty without prior permission of the concerned officer, as appointed by the BSACS.
18. For the monthly booking, the bidder/agency shall provide vehicles as per standard time notified by the BSACS. However, in case 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).
19. For the local and outstation booking, the empanelled agency/bidder will be informed before 2 hours of scheduled travel plan through mail and it will be the responsibility of the empanelled agency/bidder to ensure to provide the vehicle as per provided schedule. In case of failure to do so, penalty will be imposed to bidder/agency as per penalty provisions mentioned in the tender document.
20. The Bidder shall immediately provide replacement of the vehicle under repair/detained due to accident or vehicle not reporting for duty or in breakdown conditions.
21. In case of breakdown of any vehicle, the Bidder shall replace the breakdown vehicle within one hour failing which BSACS has the right to hire vehicle from any other sources at the expense of the Bidder.
22. If any vehicle by the empanelled agency/bidder is found not-fit for the work, the BSACS, shall communicate this to the agency and it will be the responsibility of the agency to replace the vehicle within 24 hours.
23. The empanelled agency/bidder will be paid the toll tax as per actual, upon submission of the actual bills duly signed by the officer of BSACS.
24. The Minimum assured distance for local booking/travel shall be 75 kms per day (12 hours) and outstation booking/travel shall be 200 kms per day. Additionally the bidder/agency will

be paid Rs. 200/- per day as night halt charges for drivers during outstation booking of vehicle(s) by BSACS. (62)

25. TDS admissible under the Income Tax and GST laws in force or enforceable by the Central or State Governments shall be deducted as per prescribed rates and norms on the amount paid / Payable to contractor excluding GST amount.
26. The stamp duty & registration charges, if any, on the contract agreement levied by the Govt. (Central or State), or any other statutory body, shall be paid by the bidder/agency as applicable.
27. The empanelled agency/bidder shall indemnify the BSACS against all other damages/charges and expenses for which BSACS may be held liable or pay on account of the negligence of the Bidder or his staff or any person under his control whether in respect of accident, injury to the person or damage to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. The BSACS shall not be responsible financially or otherwise for any injury to the driver or person deployed by the Bidder during the course of performing duties.
28. The BSACS will be under no legal obligation to provide employment to any of the personnel of the bidder during/ expiry of agreement period and the BSACS recognizes no employer-employee relationship between the BSACS and the personnel deployed by the agency.
29. All the vehicles provided to BSACS should be in good running condition and having valid documents / licenses from transport department and insurance policy of vehicle with Pollution Certificate, including third party insurance, as applicable. The vehicles should conform, to the pollution norms of the state, if any, by the transport department of the Government of Bihar, as amended from time to time.
30. Any repair & maintenance requirement of vehicles at BSACS, shall be the sole responsibility of the Bidder. Any non-functioning vehicle shall be immediately notified by the concerned officer in BSACS, to the agency/Bidder for rectification. In case of a lack of requisite action by the Bidder a formal complaint and call for action would be issued to the Bidder by the concerned officials immediately.
31. Operation and function of the vehicles and Drivers shall be governed by Motor Vehicles Act/Motor Vehicles Act/Rules or any other Government Motor Vehicles Act/ Rules and these shall be the responsibility of the Bidder.
32. The BSACS will not entertain any dispute between the drivers so provided by the agency and the concerned agency on any issue related to functioning of the agency/bidder under the contract. In case of any such dispute affecting the performance of the agency/bidder in the

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providing services to BSACS, strict action as per penalty provisions mentioned in the tender will be taken against the agency. (6)

33. The empanelled agency/bidder will have to observe ethical behaviour and standards with the drivers. The BSACS will have a right to hold an enquiry, and to take appropriate action when necessary with respect to this aspect.
34. There shall be no employer employee relationship between the BSACS and the personnel to be deployed by the service provider in the contract service.
35. 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 BSACS shall use for daily communication and follow-ups, queries, complaints as well as orders of vehicles (Type A/B/C) as per for requirement (Local/Outstation travel & daily/monthly use).

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SECTION-4

(ELIGIBILITY CRITERIA)

1. This invitation is open to all organizations registered under Companies Act, 1956/2013, Partnership act 1932, Shop & Establishment Act, Societies Registration Act 1860, Indian Trusts Act 1880 who fulfil 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

S.N.	Eligibility Criteria for the tenderer	Mandatory Documents
1.	The Bidder should be established firm/agency/trust/society registered under Shops & establishment Act, Companies Act 1956/2013, society or trust registration act and should have been in operation for a period of at least 3 years.	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 and establishment act.
2.	The Bidder must have minimum Turnover of Rs 10 Lakh (Ten lakh) per annum in each of the Financial Year F,Y, 2022-23, 2023-24 and 2024-25 as evidence by the audited accounts of the bidder.	Self attested copies of below documents for FY 2022-23, and FY 2023-24 & FY 2024-25 (a) Audited Balance Sheet. (b) Profit & Loss (if the bidder is registered under companies act or partnership act or shop & establishment act) or (c) Income & Expenditure Account (if the bidder is registered under Societies Registration Act or India Trust Act.)
3.	The bidder should have experience of providing vehicles as per the types of vehicles mentioned in the tender documents during each year in the last three years (2022-23, 2023-24 and 2024-25) 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 work order and experience certificate from the contracting agency (Central or state Government /Semi-Government /Public Sector Units (PSU))/Government Agency. The certificate should clearly mention the nature of work.
4.	a. Copy of the PAN card.	Self Attested Copy of PAN Card
	b. Copy GST Registration Certificate	Self Attested Copy of GST Registration Certificate
	c. Copy of Income Tax Return for the last three assessment years (2022-23, 2023-24 and 2024-25).	Self Attested Copy of Income Tax Return for the last three assessment years (2022-23, 2023-24 and 2024-25).

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S.N.	Eligibility Criteria for the tenderer	Supporting Documents
5.	Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees Fifty Thousand only) .	Demand Draft of Rs. 50,000/- (Rupees Fifty Thousand only) issued by a local Scheduled Bank in the Name of Project Director, Bihar State AIDS Control Society, Patna payable at Patna towards Earnest Money Deposit (EMD).
6.	The bidder/Agency should have at least 02 vehicles of any make/ model for the Type A/Type B/Type C category vehicle(s), registered in the name of the bidder/agency	Self attested copy of the Registration Certificate (RC), Insurance and Road Tax (Commercial) for each of the vehicles registered in the name of the bidder/agency
7.	Copy of Proposal Covering Letter	Properly Signed and Stamped copy of Proposal Covering Letter on Agency's Letter Head as per Annexure I
8.	Copy of Authorization Letter or Power of Attorney	Properly Signed and Stamped copy of Authorization Letter or Power of Attorney on Agency's Letter Head as per Annexure II
09.	Details regarding information of Bidding Organization.	Copy regarding information or details of the bidding organization duly signed and stamped on Agency's Letter Head as per Annexure IV
10.	The Bidder must not be 1. 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 03 years from the last date of submission of bids, and 2. 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. 3. The bidder shall declare all ongoing litigation it is involved in with any government agency/ state/ central department / PSU.	Copy of the Affidavit sworn before Public Notary/ Executive Magistrate as per Annexure VI.
11.	Copy of Tender Documents	Self Attested Copy of Tender Documents

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3. The technical proposal of all bidders which meet the above eligibility criteria, and basic requirements (i.e. timely submission, bid security (EMD), sealing of application etc.), will move to the next stage of Financial Bid evaluation.
 4. To facilitate evaluation of bids, the BSACS 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 BSACS for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
 5. If any bidder does not provide clarifications sought within the prescribed time, the BSACS 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 BSACS.

SECTION-5
(TERMS AND CONDITION)



1. Use of contract documents and information

1.1 The Service Provider shall not, without the BSACS's prior written consent, disclose the contract or any provision thereof or any information furnished by or on behalf of the BSACS 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 BSACS's 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 BSACS and, if advised by the BSACS, all copies of all such documents shall be returned to the BSACS 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 BSACS, 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 BSACS, and the BSACS 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 BSACS.

3. Insurance

3.1 The empanelled agency/bidder 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 The BSACS 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 BSACS's all liabilities, legal or monetary, arising in that eventuality shall be borne by firm/ agency.

4. Project Duration

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4.1 The Project will be awarded initially for a period of one financial year from the date of agreement and may be extended for one year or more based on the requirements, availability of funds under National AIDS Control Organization (NACO) or any source and satisfactory performance of work done by the agency and any other conditions mutually agreed by the service provider and BSACS. Any extension shall not be the right of the agency.

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.

4. Payments

4.1 The prices quoted by the agency/bidder shall include all applicable taxes and duties, excluding Goods & Services Tax (GST). If applicable, GST will be paid by Bihar State AIDS Control Society (BSACS), as per the prevailing rates.

4.2 The Bihar State AIDS Control Society, Bihar (BSACS), Government of Bihar (GoB) 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 and the requirement type (local/outstation travel & daily/monthly use).

4.3 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 Bihar State AIDS Control Society, Bihar (BSACS), till 7th day of the next month, along-with supporting documents (Duty slip(s), Logbook(s), toll payment, Last month GST Return & Challan.). The payment will be subject to TDS under Income Tax Act/Rules/GST Act/Rules (if applicable) and other statutory deductions as per applicable laws. (Applicable only for vehicle hired on Monthly basis).

4.4 The payment shall be released after necessary verifications and deducting penalties (if any) upon submission of Invoice as prescribed under GST Act 2017.

4.5 The payments will be made through Public Financial Management System (PFMS) or any other mode as directed by BSACS to agency.

4.6 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.

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5. Performance Review, Incentives & Penalty provisions.



5.1 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.

5.2 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.

S.N.	Parameters	Penalty	Source
1.	Vehicle found with damaged Milometer	Rs 1000/- per instance, along with replacement of the vehicle	Remarks by the travellers/user/BSACS's authorized person on log book.
2.	Failure in providing vehicles on standard or scheduled time.	Rs 100/- per hour of delay	Remarks by the traveller/user/ BSACS's authorized person on log book.
3.	Failure in providing replacement vehicle within 24 hours	Rs 1000/- per instance along with the cost of hiring paid by BSACS from other sources.	Copy of mail where agency was informed by BSACS.
4.	Misbehaviour of the driver.	Rs 500/- for 1 st instance, 2 nd instance- replacement of the concerned driver	Copy of mail where agency was informed by BSACS.
5.	Condition of vehicle not upto mark.	Rs 1000/- per day	Remarks by the travellers/user/BSACS's authorized person on log book.
6.	If adequate fuel is not provided by Agency	Rs 1000/- per day	Remarks by the travellers/user/BSACS's authorized person on log book.

5.3 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.

6. Signing of the contract

The contract agreement between BSACS and the empanelled agency/bidder should be executed within 21 days of the issue of the Work Order. The empanelled agency/bidder 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 empanelment 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.

7. 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 without consent. Penal action shall also be taken against the service provider.

8. 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 the parties.

9. Performance Security

- i. The successful bidder will submit the performance security for **1,00,000/-** in the form of bank guarantee issued by a local scheduled bank in favor of **Project Director, Bihar State AIDS Control Society, Patna payable at Patna**. The Bank guarantee shall be as per proforma at "Annexure V" and remain valid for a period, which is six months beyond the date of expiry of the contract. The Performance Guarantee will be returned to the bidder, upon validation of completion of the all contractual obligation including warranty.
- ii. If the agency/bidder violates any of the term and conditions of contract in any manner, the performance guarantee shall be liable for forfeiture, and the contract may also be cancelled/ terminated.
- iii. The BSACS will release the Performance Security without any interest to the firm/contractor on successful completion of contractual obligations.

10. Tax Deduction at Source

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

11. Termination of Contract

11.1 Any empanelled agency/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 work order 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.

11.2 The BSACS, 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 will be forfeited.

11.3 In the event the BSACS terminates the contract in whole or in part, the BSACS 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 BSACS for the extra expenditure, if any, incurred by the BSACS for arranging such services.

12. Termination for Insolvency

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

13. Termination by Mutual Consent

In the event the BSACS & 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.

14. Force Majeure

14.1 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. (S)

14.2 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.

14.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the BSACS in writing of such conditions and the cause thereof within 7 days of occurrence of such event. Unless otherwise directed by the BSACS 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.

14.4 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.

14.5 In case due to a Force Majeure event the BSACS is unable to fulfil its contractual commitment and responsibility, the BSACS will notify the Service Provider accordingly and subsequent actions taken on similar lines described in above sub-paragraphs

15. 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.

16. Resolution of disputes

16.1 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.

16.2 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 Patna only.

(S)

17. Applicable Law



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

18. Empanelment of bidders

- a. Empanelment will be valid for a period of 36 (Thirty Six) months from the date of empanelment. It may be extended for a further period of one year with mutual consent.
- b. Empanelled Bidders shall have to undertake to BSACS to honour terms and conditions of Tender Documents
- c. and adherence to fair trade practices in executing the Work Order placed by the Society. Further there is no fixed commitment for the obtaining the services under the empanelment list. Services will be taken as per the requirements of the Society from time to time during the contractual period.

In the event of the date specified for bid receipt and its opening being declared as a holiday for BSACS, the due date for submission of Bids and opening of Bids will be the following working day at the appointed time.

Bihar State AIDS Control Society reserves the rights to cancel the bid without assigning any reasons at any journey stage of this IFB.

[Signature]
29/05/2016

Additional Project Director
Bihar State AIDS Control Society

Annexure-I: Technical Proposal Covering Letter
(On the letter head of the bidder)

(SO)

Date:-

To,
The Project Director
Bihar State AIDS Control Society,
SIHFW Building, Sheikhpura,
PATNA-800014

Re: Tender Note for Selection of agency for hiring of vehicles

Dear Sir / Madam,

We, the undersigned, offer to provide the services for "**Hiring of Vehicles**" for Bihar State AIDS Control Society (BSACS) in accordance with your Request for Proposal for -----and 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 BSACS, 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 BSACS 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 BSACS 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 BSACS;
- 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 entered into with BSACS or any other public-sector enterprise or any government, Central or State; and

(Signature)

- 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 BSACS 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 Annexure II.
- 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 BSACS.
- 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
- 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.

Signatures of authorized signatory

Name _____

Designation _____

Name of the Company: _____

Seal:

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Annexure-II:
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 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), 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 our bid/organization, _____ for "**Selection of agency for hiring of vehicles**" (the "Project") including signing and submission of all documents and providing information / responses to the Bihar State AIDS Control Society, Patna (BSACS), representing us in all matters before Bihar State AIDS Control Society, Patna (BSACS) 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(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 2026.

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)

Annexure-III:

**ASSIGNMENT OF SIMILAR NATURE SUCCESSFULLY COMPLETED
DURING LAST THREE YEARS (2022-23, 2023-24 and 2024-25)**

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1. Attach work orders

Signature:

S.N.	Assignment Contract No. With date	Description of work services provided	Date of Commencement	Date of Completion	Full Address of the organization with Phone no. Where assignments done

For and on Behalf of Messrs

Name & Address of the Service Provider:

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Annexure-IV:**Particulars of the Bidding Organization**

To be filled in and submitted by the Bidder on the letter head of the agency along with copies of documents in support of the information furnished by the applicant)

DATA FORM

Status of the Firm

Partnership

☐

Sole Proprietorship

☐

Company

☐

Others

☐

S.N.	Particulars	Information to be furnished by the agency/ firm
1.	Name of the Agency/ Firm/Company	
2.	Address of Head Office/Registered Office with telephone no, fax no., email, etc	Address : Tel No. with STD code: Fax no. with STD Code: E-mail address : Contact Persons with designation: (i) (ii)
3.	Address of Branch office in Patna with telephone no, fax no., email, etc	Address : Tel No. with STD code: Fax no. with STD Code: E-mail address : Contact Persons with designation: (i) (ii)
4.	Year of formation of the agency/firm	
5.	GST Number	
6.	PAN No.	



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2. Details of Key Employees:

S.N.	Name	Designation	Contact No with Email ID

N.B. It is the responsibility of bidder to go through the tender document to ensure furnishing of all required documents in addition to above, if any.

Place :

Signature of the authorized signatory of the agency

with official seal/
stamp

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(4A)

Annexure-V:
PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with Stamp Act.)
Ref: Bank Guarantee No.:

To,
The Project Director
Bihar State AIDS Control Society,
6th Floor Swasthya Bhawan,
PATNA-800014

Date:

Dear Sir,

WHEREAS..... (Name and address of the service provider) hereinafter called "the Service Provider" has undertaken, in pursuance of Contract -----dated2026 (hereinafter "the Contract") for selection of agency for hiring of vehicles.

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 "for selection of agency for hiring of vehicles" 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 Bihar State AIDS Control Society (BSACS), Patna the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

1. The Bank hereby irrevocably and unconditionally guarantees the payment of Rs. to Bihar State AIDS Control Society (BSACS), 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 BSACS, 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 BSACS, 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 BSACS, Patna any and all sums demanded by BSACS, Patna under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from BSACS, Patna to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address: Attention Mr.....(Mention the official address of the bank).
3. This 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 bidder and the Bank.
5. The Bank also agrees that BSACS, Patna at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against agency and not withstanding any security or other guarantee that BSACS, 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 BSACS, Patna or any other indulgence shown by BSACS, 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 of2026

Witness

(Signature) (Name)

(Signature) (Name)

Bank Rubber Stamp (Official Address)

Designation with Bank



Annexure-VI:

Format for Affidavit

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Format for Affidavit certifying that Entity/Promoter/s/ Director/s/ Members of Entity are not blacklisted
(On a Stamp Paper INR 1000.00)

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 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, as on date of submission of bids/tenders,

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.

We further confirm that we are aware that, our application for the captioned project would be liable for rejection in case of any material misrepresentation is made or discovered at any state 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....., 2026.

Name of the Bidder/Agency.....

Signature of the Authorized Person

Name of the Authorized Person:

Designation of the Authorized Person:

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(4)

Annexure-VII:
INSTRUCTIONS FOR THE FINANCIAL BID
On the letter head of the Bidder

Date:-

1. An indicative format of the financial bid is given below for submitting the quotes for providing vehicles to Bihar State AIDS Control Society (BSACS), in accordance with the terms of the tender document and thereby the contract agreement,

Name of Model/make		Type of Requirement (Rs.)					
Vehicle Type		Monthly Booking		On call Booking (Local)		On call Booking (outstation)	
		Fixed Cost for Monthly usage upto 1500 kms	Per Km charges for extra usage (Above 1500 Kms)	Fixed Cost for usage up to 75 kms for 12 hrs.	Per km charges for extra usage (above 75 kms)	Fixed cost for usage upto 200 kms per day	Per km charges for extra usage (above 200 kms per day)
Type A	Innova Crysta/Any other similar vehicles						
Type B	Scorpio/Safari/Storm/Entriga Any other similar vehicles						
Type C	Swift Dzire/Honda Amaze/Tata Tiago/Any other similar vehicles						

- The bidder/agency will be paid Rs. 200/- per day as Night halt charges for drivers during outstation booking of vehicles
2. 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 BSACS excluding Goods & Services Tax(GST). GST if applicable, will be paid by Bihar State AIDS Control Society (BSACS) or the authorities decided by BSACS, as per the prevailing rates/rules. Also, there shall be no change in the price in respect to change in the cost If fuel, labour, parts of vehicles including tyres etc., repair and maintenance, insurance, registration fee, rates, taxes & duties etc.
3. The Financial bid will be evaluated on the basis of Quality cum Cost Basis (QCBS)

Seal with Designation:

Place:

(Signature)

(40)

Annexure-VII:
INSTRUCTIONS FOR THE FINANCIAL BID
On the letter head of the Bidder

Date:-

1. An indicative format of the financial bid is given below for submitting the quotes for providing vehicles to Bihar State AIDS Control Society (BSACS), in accordance with the terms of the tender document and thereby the contract agreement,

Name of Model/make		Type of Requirement (Rs.)					
Vehicle Type		Monthly Booking		On call Booking (Local)		On call Booking (outstation)	
		Fixed Cost for Monthly usage upto 1500 kms	Per Km charges for extra usage (Above 1500 Kms)	Fixed Cost for usage up to 75 kms for 12 hrs.	Per km charges for extra usage (above 75 kms)	Fixed cost for usage upto 200 kms per day	Per km charges for extra usage (above 200 kms per day)
Type A	Innova Crysta/Any other similar vehicles						
Type B	Scorpio/Safari/Storm/Entriga Any other similar vehicles						
Type C	Swift Dzire/Honda Amaze/Tata Tiago/Any other similar vehicles						

- The bidder/agency will be paid Rs. 200/- per day as Night halt charges for drivers during outstation booking of vehicles
2. 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 BSACS excluding Goods & Services Tax(GST). GST if applicable, will be paid by Bihar State AIDS Control Society (BSACS) or the authorities decided by BSACS, as per the prevailing rates/rules. Also, there shall be no change in the price in respect to change in the cost If fuel, labour, parts of vehicles including tyres etc., repair and maintenance, insurance, registration fee, rates, taxes & duties etc.
3. The Financial bid will be evaluated on the basis of Quality and Cost Basis Selection (QCBS). In the OCBS method it is mentioned here that if anybody quotes low rates as compared to health department/State Health Society rates/ BMSICL rates then BSACS has the authority to reject those empanelment of commercial vehicle providers.

Seal with Designation:

Place: