

Notice Inviting tender for Empanelment of Agencies for hiring of vehicles on monthly and call basis

**Bihar Rural Roads Development Agency - (BRRDA), Govt. of Bihar
Barrack No.-3, Near Haz Bhawan, Kranti Marg (Harding Road), Patna-800001.**



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Web site: rwdbihar.gov.in/NoticeBoard.aspx

File No:- BRRDA(HQ) 396/ 2021 – 3428

Date:- 15.11.2024

1. Bihar Rural Roads Development Agency - (BRRDA), Government of Bihar invites Tenders for **Empanelment of Agencies for hiring of vehicles on monthly and call basis.**
2. Interested Agency/Firms may download the complete Request for Quotation (RFQ) Document, from website: <https://rwdbihar.gov.in/NoticeBoard.aspx>

SN	PARTICULARS	DETAILS
1	Website for download of proposal	https://rwdbihar.gov.in/NoticeBoard.aspx
2	Mode of Submission	Offline submission through speed post at Bihar Rural Roads Development Agency - (BRRDA), Rural Works Department, Barrack No.-3, Near Haz Bhawan, Kranti Marg (Harding Road), Patna- 800001
3	Date and time of Pre bid meeting	25-11-2024 at 11:30 AM At Bihar Rural Roads Development Agency - (BRRDA), Barrack No.-3, Near Haz Bhawan, Kranti Marg (Harding Road), Patna-800001
4	Last date and time for Submission of Technical & Financial proposal through speed post	29-11-2024 at 03:00 PM At Bihar Rural Roads Development Agency - (BRRDA), Rural Works Department, Barrack No.-3, Near Haz Bhawan, Kranti Marg (Harding Road), Patna-800001
5	Date and time of opening of Technical Bids	29-11-2024 at 03:30 PM
6	Date and time of opening of Financial Proposal	Will be intimated later to successful bidders
7	Method of Selection	Least Cost Selection (LCS) Method

Agencies/ Firms may download the complete Request for Quotation (RFQ) Document, from [website: https://rwdbihar.gov.in/NoticeBoard.aspx](https://rwdbihar.gov.in/NoticeBoard.aspx)

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3. The RFQ can be postponed or cancelled at any time due to administrative reasons and no claim shall be entertained on this account.
 4. Modifications/Amendments/Corrigendum, if any shall not be advertised in the newspaper.
 5. All the submitted documents shall have the signature of Agency of their authorized signatories.
 6. The copies should be of the original papers and certificates.
 7. No claim shall be entertained on account of disruption of speed post service being used by Agency.
 8. Agencies are advised to submit their bids well in advance to avoid last minute submission.
 9. The undersigned reserve the right to change the terms and conditions, select/reject any application without assigning any reason thereof.
 10. The proposals must be accompanied with a non-refundable **Tender Documentation fee of Rs. 5,000/- (Rupees Five Thousand Only)** in form of Demand Draft and Earnest Money Deposit of Rs. of Rs. 2,00,000/- (Rupees Two Lakh Only) by the Agency to submitted in the form of BG in favor of "ACEO, BRRDA Patna".


ACEO-cum Secretary,
Bihar Rural Roads Development Agency

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1. INTRODUCTION

Bihar Rural Roads Development Agency - (BRRDA), Govt. of Bihar (GoB), Patna will select an agency /firm in accordance with the method of selection specified in the RFQ.

Agency /firm should familiarize themselves with local conditions and take them into account in preparing their Quotation. To obtain first-hand information on the assignment and local conditions, Agency /firm are encouraged to visit the project site.

Agency /firm shall bear all costs associated with the preparation and submission of their Quotation.

The BRRDA is not bound to accept any Quotation and reserves the right to annul the selection process at any time prior to contract award, without the incurring any liability of the Consultants.

In preparing their Proposals, Agency /firm are expected to examine in detail the documents comprising the RFQ. Material deficiencies in providing the information requested may result in the rejection of a RFQ.

2) Scope of Work

- a) The vehicles will generally be required by the Bihar Rural Roads Development Agency - (BRRDA) for its official work for transporting officers/consultants to Government Offices/Departments and field tour within the State of Bihar.
- b) The agency should provide vehicles to BRRDA as and when required basis only on getting the requisition from the authorized Officials of BRRDA.
- c) If the vehicle is not operable and breaks down, the agency will have to make an equivalent alternative arrangement immediately.
- d) Vehicles older than two years will not be accepted. Vehicle should be in good condition. Their maintenance will be done by the agency. Expenses on towel, freshener, machinery fault etc. will be done by the agency.
- e) The working period of the vehicles will normally be 12 hours, but no extra amount will be paid for going outside Patna for inspection of work sites or for using more hours in the interest of work. Provided that it is in the upper limit of monthly prescribed distance (1000/1500KM).
- f) Registration of all vehicles should be commercial and all other required documents should be in up-to-date condition. If penalty is imposed by the competent authority due to lack of any documents or for any other reason, the same will have to be paid by the agency. On acceptance of the tender, the photocopy of all the documents of the vehicles, which are in the latest condition and the photocopy of the driving license of the driver, will have to be submitted to the department headquarters.
- g) Agency will keep a log book for the vehicles, in which the vehicle used by the officer-in-charge will be entered.

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- h) The agreement will be valid for one year, but as necessary, with the consent of both the parties, the period of the agreement can be extended on pre-approved rates and conditions. If the work is not found satisfactory then the agreement can be terminated at any time.

3) Detailed Terms and Conditions are mentioned in Annexure – A

3.1 Period of Contract

- a. The contract period will be for a period of one year (from the date of contract). The contract will be renewed on yearly basis on successful execution of service.
- b. The authority reserves the right to terminate the Contract without assigning any reason thereof, at any time during duration of contract by giving 7 days' notice. In the event of any such termination of the contract, the Service Provider/ Agency/ Firm shall only be entitled to the entire amount for services actually provided under the Contract till the termination of Contract, subject to deductions if any under the terms of Contract and no other claims can be allowed or considered.
- c. In case of failure by the Service Provider/ Agency/ Firm to fulfill his contractual obligations, the BRRDA reserves the right to rescind the Contract.

3.2 Terms and Conditions

- a) **Eligibility:** A Bidder (a) shall not participate in more than one Quotation; (b) shall not have conflict of interest; and (c) should not have been (i) temporarily suspended or debarred by the Central or any State Government Departments in India.
- b) **Place of Reporting:** Bihar Rural Roads Development Agency - (BRRDA), Rural Works Department, Barrack No.-3, Near Haz Bhawan, Kranti Marg (Harding Road), Patna-800001
- c) **Quotation Price**
 - i. The quantity offered should be 100% of the requirement for the quoted amount.
 - ii. All duties, taxes and other levies payable shall be included in the total price.
 - iii. Goods and Service Tax (GST) should be included.
 - iv. The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
 - v. The Prices shall be quoted in Indian Rupees only.
 - vi. All applicable TDS (Tax Deducted at Source) will be applicable as per norms

3.3 Qualification of Bidder

- a) Have the legal capacity to enter into a contract.
- b) Not be insolvent, in receivership, bankrupt or being wound up or subject to legal proceedings
- c) Not have had your business activities suspended or debarred by the State Government of Bihar or Government of India.
- d) The Service Provider/ Agency/ Firm should be a registered firm, partnership firm or proprietary concern that should be registered with appropriate authorities and the vehicles should be registered in Bihar.
- e) The Agency should have minimum 10 passenger vehicles in its own name.

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4. **Documents Evidencing Qualification:** Bidder is requested to submit copies of the following documents as evidence of qualification. Failure to submit any of the documents mentioned below will be rejected and same will be treated as non-Responsive.
- Valid trading license/registration or equivalent/Exemption Certificate.
 - Valid certificate of GST registration/PAN/TAN;
 - Self-declaration to the effect the bidder is not insolvent, in receivership, bankrupt or being wound up or subject to legal proceedings.
 - Self-declaration that the bidder's business activities are not suspended or debarred by the State Government of Bihar, any other State Government or Government of India.
 - Previous Work order of providing vehicles on monthly or call basis to any Government /PSU for at least 12 months in total during last three years (Copy of Work Order or copy of agreement/contract to be enclosed).
 - Average annual turnover during the last 3 years, i.e., Financial Year 2021-22, 2022-23, 2023-24, should be at least Rs 1 Crore. (Copies of the Audited Financial Statements to be enclosed).
 - The Service Provider/ Agency/ Firm should have its own operation office at Patna, Bihar.
 - Registration certificates of 10 passenger vehicles showing ownership of the bidder
 - Letter of Quotation – Annexure B
5. **Validity of Quotation:** Quotations shall remain valid for a period not less than 180 days after the deadline date specified for submission.
6. **Evaluation of Quotations:** The Purchaser will evaluate and compare the quotations lot wise that are determined to be substantially responsive i.e. which
- are properly signed; and
 - Confirm to the terms and conditions and specifications.
7. **Empanelment of agencies:**
- The bidder who has submitted the lowest financial bid shall be considered as L1 and the rest of the bids shall be ranked in ascending order of price quoted as L2, L3, L4 and so on.
 - Consent shall be obtained from L2 and following bidders to work on L1 price and first three bidders including L1 shall be empanelled.
 - If any empanelled agency during agreement period violates any term and condition of agreement agency at following rank shall be empanelled and given opportunity to work.
- The announcement for this assignment will be published in newspaper and departmental website.
- Notwithstanding the above, the Department reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.
 - At any time, prior to the date of submission of bids, BRRDA may, for any reason, shall modify bid documents by amendments and the same will be uploaded on newspaper and website <https://rwdbihar.gov.in/NoticeBoard.aspx> and these amendments will be binding on them.
8. You are requested to provide your Offline submission through speed post at BRRDA office sealed quote Quotations that have been submitted on or before 29-11-2024 at 03:00 PM, late quotes will be rejected.

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FORMAT OF FINANCIAL QUOTATION

Name of Agency:-

Sl.No.	Particulars	Unit Rate in Rupees(Exclusive of All Taxes)		
		SCORPIO A/C) & Equivalent SUV	SUNO/BOLERO/ SWIFT Dizair (A/C)& Equivalent SUV	INNOVA CRYSTA(A/C)& Equivalent SUV
1	4 Hours & 40 KM(Local Running) daily basis			
2	8 Hours & 80 KM(Local Running) daily basis			
3	Additional Hour /Per KM charges (Local Running) for daily basis			
4	Outstation Charge per KM(Minimum 200 km)			
5	Outstation Driver Allowance per day			
6	Monthly basis up to 1000KM & Innova Crysta /equivalent (up to 1500 KM minimum			
7	Total			
	Grand Total			

We agree to supply the above vehicles in accordance with the technical specifications for a total unit price of Rs.....(Amount in figures)(Rs. amount in words) within the period specified in the Invitation for Quotations.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery or collusive agreements with competitors.

Signature of Supplier

Signature of Supplier

TERMS & CONDITIONS

(A) Running & Maintenance of vehicle supplied on fixed monthly charges.

- a. The drivers and the vehicles to be provided under this contract shall not be changed without prior intimation to BRRDA.
- b. He should also be willing to undertake duty during late/early hours and on holidays. However, the vehicle shall be made available to BRRDA on any day and as and when required. The agency should make necessary alternate arrangements to provide rest/leave to the drivers, and shall be responsible for payment of their salary and other statutory dues if any.
- c. Normal maintenance kit, first aid box, torch with 3 cell battery and umbrella shall be always made available within the vehicle by the Service Provider/ Agency/ Firm along with vehicle documents.
- d. The vehicle shall be kept in good running conditions at all times by the agency. Purchase of fuel, lubricants, spares etc. will be arranged by the agency. Maintenance repair frequent check-up, servicing, overhauling, payment of wages to Driver etc. will be the responsibility of the agency and no claim whatsoever on this will be entertained. If the vehicle is sent to garage or filling station, agency shall not claim for these empty trips as well as the time involved for the purpose. The Service Provider/ Agency/ Firm should provide the Fitness Certificate of the Vehicle.

(B) Use of vehicle for monthly and as and when reqd. basis

- a. The Agency shall be responsible for proper behaviors of all the drivers and persons employed by them and allocated for BRRDA. Without prejudice to the generality of above, the agency shall be bound to prohibit and prevent any employee from being intoxicated while on duty, trespassing or acting in any way detrimental or prejudicial to the interest of BRRDA.
- b. The agency should have a provision to take bookings 24 x 7
- c. The Kilometers covered by the vehicle from Service Provider/ Agency/ Firm to BRRDA Office and back shall not be included in the Contract and for billing purpose.
- d. The vehicles & the drivers shall report in time at the designated place & at the designated time on a regular basis, duly fuelled and in sound running condition.
- e. The drivers detailed on vehicles assigned for BRRDA duty should be well versed with the roads / routes and traffic regulations in Bihar.
- f. The Service Provider/ Agency/ Firm would provide drivers with mobile phone.
- g. The drivers shall possess valid driving License, should be at least matriculate, well behaved and punctual. The driving License, should be more than 2 years old and driver should not be rude and careless behavior, knowledge of safety and security, free from any alcoholic-narcotics addition and will not have any past accident history or any pending legal issue against the driver.
- h. The Service Provider/ Agency/ Firm shall be required to change/replace the driver(s) in case not found suitable. The drivers should extend all normal courtesy (such as greeting, opening/closing door etc.) towards the user(s) and should present themselves for duty in a neat and clean appearance.
- i. The Service Provider/ Agency/ Firm shall provide replacement of the vehicle immediately (within reasonable time) in case of breakdown or any other problem.

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- j. The Service Provider/ Agency/ Firm shall be solely responsible for the staff deployed on the vehicles and for any untoward situation occurring during the course of duty.
- k. BRRDA is not responsible on any accident / any kind of damage to the vehicle during the use of the same by BRRDA. During the period of contract, no request shall be entertained for any hike in the tender/accepted rates due to any reason.
- l. The service provider should provide a single contact person/ supervisor for the fleet deployed to this office. It would be responsibility of the supervisor to keep track of the vehicles, also any instruction regarding vehicles would be communicated by this office to the supervisor through phone or WhatsApp. It would be the responsibility of the supervisor to ensure that the vehicle reaches the desired location and report to the desired officer within time
- m. The service provider will comply with labour laws in force and all liabilities in this connection will be his responsibility.

(C) Other Conditions:

- a) The vehicle must be in good running condition (Below 2 year of Registration) and maintain utmost cleanliness.
- b) The monthly vehicles can be used in all working days and holidays in case of urgency.
- c) The normal working hours of monthly vehicles will be from 9:00 AM to 9:00 PM and maybe more in certain exceptional cases.
- d) BRRDA will hire the monthly vehicles based on its requirement
- e) In case of break down, the agency will provide a substitute vehicle of same or equivalent make.
- f) The agency shall be fully responsible, in case of any damage of vehicle and/or third party occurred during the travel period.
- g) The calculation of mileage shall be from the reporting point to the reporting point and will not be calculated on garage-to-garage basis.
- h) If the **Service Provider/ Agency/ Firm** did not execute the order or violate the terms and conditions, the agency will be blacklisted from this organization and its contract arrangement will be terminated
- i) Any effort by a bidder to influence the purchaser in its decision on bid evaluation or Placement of purchase order may result in rejection of the bidder's offer.
- j) Adherence of strict Covid-19 protocols viz. wearing of masks (double or N95), presence of sanitizers and such as per the latest protocols Department of Health Government of Bihar. The drivers should also display their vaccination status and BRRDA reserves the right to ask for change of driver depending on the same

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D) Statutory Laws

- a) The Agency will comply with all statutory provisions of law and keep BRRDA indemnified against all actions arising due to or act of the Agency/ his employees. The Driver of the vehicle provided should have valid professional D.L.
- b) The Vehicle should have all valid documents like RC Book, 1st Party Comprehensive Insurance, and Permits etc. in updated conditions for inspection of BRRDA Officials at any time.
- c) The **Service Provider/ Agency/ Firm** must have valid Registration Certificate, Insurance Certificate, Fitness Certificate, valid Contract Carriage Permit, Proof of up-to-date tax payment etc.
- d) The Service Provider/ Agency/ Firm shall ensure that the vehicles provided will be free from all types of Govt. levies e.g. Regd. Fee, valid permit, Road Tax, Insurance, Pollution Control Certificate and if any applicable statutory obligation.
- e) **Service Provider/ Agency/ Firm** shall have valid Permit as per Statutory Provisions.
- f) **Service Provider/ Agency/ Firm** shall comply with all relevant Rules and Regulations of Motor Vehicle Act applicable at present and may be enforced from time to time.
- g) During the Contract period if the vehicle is seized or detained or requisitioned by Government Authorities for non-compliance of relevant act/statutory requirement etc. or for any reason whatsoever penalty/compensation shall only be payable by the **Service Provider/ Agency/ Firm** besides the liability to provide for alternative vehicles without any loss.

E) Compensation and Penalty

- a) For vehicles to be provided on as and when required basis, if the **Service Provider/ Agency/ Firm** fails to provide the vehicles as enumerated in the Agreement/ Order, BRRDA reserves the right to get the vehicles through other **Service Provider/ Agency/ Firms** at the risk and cost of the Travel without prejudice to the liability for termination and other consequences.

F) Employment Liability

- a. The **Service Provider/ Agency/ Firm** shall be solely and exclusively responsible for engaging or employing Drivers. All employees engaged by the agency shall be on their payroll. BRRDA will have no liability what so ever concerning the remuneration of the Driver(s) of the **Service Provider/ Agency/ Firm** or of the payment of the owner(s) of the Vehicle. The **Service Provider/ Agency/ Firm** shall make regular and full payment of all wages to its drivers. The **Service Provider/ Agency/ Firm** shall be directly responsible for any disputes arising between them and the drivers indemnified against losses, damages or claims arising thereof including any workmen's compensation etc.
- b. In case of non-fulfillment of any obligations under the Contract or law, the Officer-in- charge reserves the right to withhold payments due to the **Service Provider/ Agency/ Firm**. The **Service Provider/ Agency/ Firm** shall at his own expenses carry and maintain such Insurance with reputed Insurance Company/Companies as may be required under any Law or Regulation.
- c. In case of any dispute of any kind and in any respect whatsoever, the decision of BRRDA shall be final and binding.

G) Maintenance of log book for vehicles to be provided on fixed monthly charges basis.

- b) Log Book should be maintained by the **Service Provider/ Agency/ Firm** to record details of use of Vehicle(s), which is to be countersigned by BRRDA Officials on daily basis.

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- c) The Service Provider/ Agency/ Firm shall ensure perfect functioning of speedometer and horn in all vehicles (the agency shall arrange to repair/replace the speedometer if it's not functioning within 24 hours of any day without fail.
- d) The **Service Provider/ Agency/ Firm** shall further submit relevant Log Books within the first week of following month for verification.

H) Payment of Bills

- e) The payment shall be made by cheque or through Direct Account Transfer or RTGS, if the bills are complete in all respects and are found in order.
- f) For the vehicles provided on fixed monthly charges basis, the Bills are payable once in a month. The Service Provider/ Agency/ Firm is required to submit the monthly Bills along with the Log Book of the vehicles and any other, relevant documents by 7th of the succeeding month and the payment shall be released within 30 days from the date of submission of Bill in order.
- g) For the vehicles to be provided on call basis, Bills shall be submitted every month. Under normal circumstances, payment will be made within 20 days from the date of submission of Bill.
- h) Statutory deduction as per the Govt. rules/Tax law shall be deducted from the bills of the **Service Provider/ Agency/ Firm**.
- i) BRRDA will release all relevant taxes so claimed in the bill to the agency while settling the hire charges bill of a period. But the agency has to provide proof of deposit of such taxes while submitting the subsequent bill to BRRDA.
- j) Overwriting on the duty slip as well as the bill shall not be accepted

I) Arbitration:

Any dispute between the Parties as to matters arising pursuant to this Contract, which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement, may be submitted by either Party for settlement. If the dispute(s) is not resolved amicably then it shall be referred to arbitration and shall be deal as per the provisions of the arbitration & conciliation Act 1996. Place of arbitration shall be at Patna, Bihar.

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ANNEXURE -B

Letter of Quotation

(On the letter head of Service Provider/ Agency/ Firm)

Organizational Profile of the Travel Agencies		
Sl.No	Particulars	Compliance
1.	Name of the Service Provider/ Agency/ Firm	
2.	Registered Office (Complete Address with Tel./Mob. No. and Email ID)	
3.	Name of the Proprietor/Partners etc.	
4.	Year of Registration	
5.	GSTIN/ Service Tax Registration No.	
6.	PAN No. of Agency or Proprietor	
7.	Name of the Govt. or any other Institutions to whom vehicle supplied earlier on monthly basis	
8.	Year and Period of Supply (Monthly)	
9.	No. of Vehicle Supply (Monthly only)	
10.	Approx. Bill per Year	
11.	No. of Vehicles under possession of Service Provider/ Agency/ Firm	
12.	Name of the Govt. or any other Institutions to whom vehicle supplied earlier (Tour vehicles)	
	NB: Please enclosed all the relevant documents like Previous order copies, GST/Service Tax Registration No. etc.	

This is to certify that the above information and figures are based on facts and records and if any deviation noticed at any point of time, the tender shall be cancelled, agency will be blacklisted form this organization and order will be cancelled.

Signature of the Service Provider/ Agency/ Firm

Business AddressName:

Ph. /Mob. No.

Emai Id:

Date:

(Seal of the Service Provider/ Agency/ Firm)

Signature