

सं० सं०-5/श्रम स्था० (वाहन)-07/2017, श्र०सं०- 2519

बिहार सरकार

श्रम संसाधन एवं प्रवासी श्रमिक कल्याण विभाग, बिहार, पटना

प्रेषक,

अशोक राम,
सरकार के उप सचिव।

सेवा में,

निदेशक,
सूचना एवं जनसम्पर्क विभाग,
बिहार, पटना।

पटना, दिनांक- 14/9/26

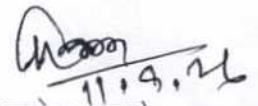
विषय :- निविदा प्रकाशित करने के संबंध में।
महाशय,

निदेशानुसार, उपर्युक्त विषय के संबंध में कहना है कि श्रम संसाधन एवं प्रवासी श्रमिक कल्याण विभाग, बिहार, पटना में भाड़े पर वाहन उपलब्ध कराने हेतु एजेन्सी का चयन करना है, जिससे सम्बन्धित निविदा का विज्ञापन प्रकाशित किया जाना है।

अतएव निविदा आमंत्रण की प्रति संलग्न करते हुए अनुरोध है कि उक्त निविदा को राज्य के प्रमुख हिन्दी एवं अंग्रेजी दैनिक समाचार पत्रों में प्रकाशित कराने की कृपा की जाय

अनुलग्नक-निविदा आमंत्रण की प्रति।

विश्वासभाजन



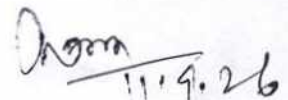
(अशोक राम)

सरकार के उप सचिव

आपाक - 05/श्रम स्था० (वाहन) - 07/2017 - 2519 दिनांक 14/9/26

प्रतिलिपि-श्रीमती स्वाति, सहायक निदेशक-सह-जिला सूचना एवं जन-सम्पर्क पदाधिकारी-सह-नोडल पदाधिकारी, IPRD, श्रम संसाधन एवं प्रवासी श्रमिक कल्याण विभाग, बिहार, पटना को सूचनार्थ एवं आवश्यक कार्यार्थ प्रेषित।

2. आई०टी० मैनेजर (विभागीय वेबसाईट पर प्रकाशनार्थ) श्रम संसाधन एवं प्रवासी श्रमिक कल्याण विभाग, बिहार, पटना को सूचनार्थ एवं आवश्यक कार्यार्थ प्रेषित आपको निदेश दिया जाता है कि पत्र के साथ संलग्न निविदा (RFP) को श्रम संसाधन एवं प्रवासी श्रमिक कल्याण विभाग, बिहार, पटना के वेबसाईट पर अपलोड किया जाय।



(अशोक राम)

सरकार के उप सचिव

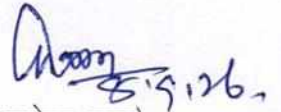
बिहार सरकार

श्रम संसाधन एवं प्रवासी श्रमिक कल्याण विभाग, बिहार, पटना

"A" Block द्वितीय तल, नियोजन भवन इनकम टैक्स गोलम्बर, बेली रोड, पटना।

॥ निविदा आमंत्रण ॥

श्रम संसाधन एवं प्रवासी श्रमिक कल्याण विभाग, बिहार, पटना के कार्यालय के लिए भाड़े पर वाहन उपलब्ध कराने हेतु निविदा आमंत्रित किया जाता है। निविदा सम्बन्धित विस्तृत विवरणी विभागीय वेबसाईट (<https://www.eproc2.bihar.gov.in>) पर देखा जा सकता है। निविदा प्राप्त करने की अंतिम तिथि दिनांक-07.10.2026 अपराह्न 03.00 बजे तक है। निविदा निबंधित डाक/स्पीड पोस्ट से किसी भी परिस्थिति में स्वीकार्य नहीं होगा।



(अशोक राम)

सरकार के उप सचिव

REQUEST FOR PROPOSAL**FOR**

Selection & empanelment of Agency for supply of vehicle on rental basis for Labour Resources & Migrant Workers Welfare Department, Government of Bihar.

**RFP No: LRMWWD/Vehicle/2026-27/01
Date: 07.09.2026**

**Labour Resources & Migrant Workers Welfare Department
Government of Bihar,
B-Wing, 3rd Floor, Niyojan Bhawan, Patna- 800001
Email Id: lcbihar@bihar.gov.in Website: <https://state.bihar.gov.in/labour>**

Labour Resources & Migrant Workers Welfare Department

Government of Bihar,

B-Wing, 3rd Floor, Niyogan Bhawan, Patna- 800001

Email Id: lc Bihar@bihar.gov.in

Website: <https://state.bihar.gov.in/labour>

Notice Inviting Request for Proposal

RFP No: LRMWWD/Vehicle/2026-27/01

Date-07.09.2026

The Additional Chief Secretary, Labour Resources & Migrant Workers Welfare Development (LRMWWD), Government of Bihar invites proposals from, experienced and qualified Agencies (Two Bid System) for Selection of agency for supply of vehicle on rental basis for the LRMWWD, Government of Bihar.

Kindly note that the Selection of agency under this RFP will not guarantee allocation of work and LRMWWD will assume no liability or cost towards it. LRMWWD makes no commitments, expresses or implied that this process will result in a business transaction between anyone.

Document Fee and Tender Processing Fee: All Applicants have to pay a **non-refundable** Document Fee of Rs. 5,900/- (Rupees Five Thousand Nine Hundred only) and Tender Processing Fee of Rs. 1180.00 (One Thousand one Hundred eighty only) **through e-payment mode** (i.e. NEFT/RTGS/Credit Card/Debit Card) on E-Proc Portal.

Earnest Money Deposit (EMD): An EMD of Rs. 30,000/- (Thirty thousand) only, **through e-payment mode** (i.e. NEFT/RTGS/Credit Card/Debit Card) on E-Proc Portal, well before the last date/time for submission/ uploading of offer/Bid, failing which the bid will be rejected. This EMD will be without interest and refundable. If the selected bidder fails to submit the requisite performance guarantee or to execute the agreement, this EMD will be forfeited.

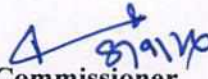
The Proposal has to be submitted through online mode on <https://www.eproc2.bihar.gov.in>.

The application procedure, eligibility criteria, evaluation methodology, terms and conditions and the scope of work are detailed in this RFP which can be seen or downloaded from the "e-Procurement Portal <https://www.eproc2.bihar.gov.in> and departmental website: <https://state.bihar.gov.in/labour>.

The RFP will be available to download from the above websites from 14.09.2026. The Pre-bid meeting will be held on 03:00 PM of 18.09.2026. The last date for uploading of proposal/bid will be 07.10.2026 15.00 Hrs. Technical Bid will be opened on or after 09.10.2026 post 15:00 Hrs. Please refer RFP document for complete details.

This RFP is issued in accordance with Bihar Financial Rules, State Purchase Preference Policy, IT Act 2000-for e-procurement validity and other guidelines, as applicable and as amended from time to time.

LRMWWD reserves the right to issue addendum/corrigendum/modification or to amend any or all conditions of this RFP Document or to accept or reject any or all proposal(s) or to cancel the whole of this RFP at any stage without assigning any reason thereof and no applicants/bidders shall have any cause of action or claim against the LRMWWD for the same.


Labour Commissioner
Patna, Bihar

Section-I

Tender Schedule/Timelines and Instructions:

SN	Activity	Date/Time: Duration
1.	Online Sale/Download date of RFP document	From 14.09.2026 (https://www.eproc2.bihar.gov.in)
2.	Last Date/Time for submission/ uploading of offer/Bid	07.10.2026 up to 15.00 Hrs. (https://www.eproc2.bihar.gov.in)
3.	Date & time for opening of Technical Bid	On or after 09.10.2026 post 15:00 Hrs. (https://www.eproc2.bihar.gov.in)
4.	Financial Bid Opening Date and Time	Date and time for Financial Opening shall be communicated later.
5.	Proposal Submission in Consortium/ Joint Venture	Not Permitted.
6.	Bid Proposal Validity	180 days from the last date of proposal submission.
7.	Contact person/Nodal Officer for queries	Name: Sh Ashok Ram Designation: Dy secretary Email: Contact no:

- Detailed descriptions and instructions for submitting the proposal can be downloaded from e-tender website (<https://www.eproc2.bihar.gov.in>).
- **Return of EMD:** The EMD of unsuccessful bidders will be returned after execution of agreement with successful agency or completion of Bid validity period whichever is earlier.
- Bids along with necessary online payments (Tender Processing Fee, Document Fee and EMD) must be submitted through e-Procurement portal (<https://www.eproc2.bihar.gov.in>) before the date and time specified in the NIT/RFP. The department/Tendering Authority doesn't take any responsibility for the delay / Non-Submission of Tender / Non-Reconciliation of online Payment caused due to Non availability of Internet Connection, Network Traffic/ Holidays or any other reason."
- The bidders shall submit their eligibility and qualification details, Certificates as mentioned in section etc., in the online standard formats given in e-Procurement web site (<https://www.eproc2.bihar.gov.in>) at the respective stage only.
- The bidder is expected to carefully examine all the instructions, guidelines, terms and condition and formats of the RFP. Failure to furnish all the necessary information as required by the RFP or submission of a proposal not substantially responsive to all the requirements of the RFP shall be at the bidder's own risk and may be liable for rejection. Bidders are advised to study the RFP document carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- The bidders should ensure that all the required documents as mentioned in the tender document are submitted/ uploaded along with the bid and in the prescribed format only. The bidder shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement web site (<https://www.eproc2.bihar.gov.in>). This will be the bidder's sole responsibility to ensure that all required documents have been uploaded and all uploaded documents, when downloaded, must be legible/readable, failing which their bid will be rejected. Hence it is advised that all the documents should be properly scanned and uploaded.
 - ❖ LRMWWD shall carry out the evaluation solely based on the uploaded certificates/documents in the e-Procurement system.
 - ❖ LRMWWD will notify the bidders for submission of original hardcopies of the uploaded documents, if required.
- The bidder shall sign on the supporting statements, documents, certificates and on being uploaded by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.

- Conditional Bids shall be outrightly rejected.
- Validity of Bids: Minimum 180 days from Last date of Bid submission.
- The bidder must have the Class II/III Digital Signature Certificate (DSC) with signing + Encryption, and User-id of the e-Procurement website before participating in the e-Tendering process. The bidder may use their DSC if they already have. They can also take DSC from any of the authorized agencies. For user-id they have to get registered themselves on e-Procurement Portal <https://www.eproc2.bihar.gov.in> submit their bids online on the same. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published on an e-procurement platform
- **For support related to the e-tendering process, bidders may contact at following address:**
 "e- Procurement HELP DESK, RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, PS: Shastri Nagar, Patna-800014. "Toll Free Number: 1800 572 6571" Email ID: eproc2support@bihar.gov.in.
- **Corrigendum/ Addendum/ amendments** if any, will be published on the departmental website <http://https://state.bihar.gov.in/labour> and e-Procurement, Bihar <https://www.eproc2.bihar.gov.in> itself. All such corrigendum/ addendum/ amendments shall be binding on all the bidders. The bidders are also advised to visit the aforementioned website on regular basis for checking of corrigendum/ addendum/ amendments, if any.
- Kindly note that the selection of agency under this RFP will not guarantee allocation of work and LRMWWD will assume no liability or cost towards it. LRMWWD makes no commitments, expresses or implied that this process will result in a business transaction between anyone.

✓ 09/20

Labour Commissioner
Labour Resources & Migrant Workers Welfare
Department,
Government of Bihar

Disclaimer

- i. The information contained in this Request for Proposal document (RFP) or subsequently provided to bidders, whether verbally or in documentary or any other form by or on behalf of the Tenderer or any of their employees or advisers, is provided to bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
- ii. This RFP is not an agreement and is neither an offer nor invitation by the LRMWWD to prospective bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Tenderer in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Tenderer, its employees or advisers to consider the objectives, technical expertise and needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.
- iii. The information provided in this RFP to the bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Tenderer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- iv. The Tenderer, its employees and advisers make no representation or warranty and shall have no liability to any person including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.
- v. The Tenderer also accepts no liability of any nature whether resulting from negligence or otherwise, caused arising from reliance of any bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
- vi. The issue of this RFP does not imply that the Tenderer is bound to select a bidder or to appoint the selected bidder, as the case may be, for the Project and the Tenderer reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
- vii. The bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Tenderer or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the bidder, and the Tenderer shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation of submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Section-II

2. INSTRUCTION TO BIDDERS

2.1 Scope of Work

The selected bidder shall provide comprehensive vehicle rental services to LRMWWD for meeting its operational and administrative transportation requirements. The scope of work shall include the supply, operation, maintenance, and management of air-conditioned vehicles along with qualified drivers, ensuring uninterrupted, safe, reliable, and professional transportation services in accordance with the following terms and conditions:

1. The LRMWWD shall hire air-conditioned cars/SUVs of reputed brands such as **XL6, Ertiga, Scorpio, Safari, Innova crista, Maruti Swift Dzire or equivalent models** under respective classes, along with drivers from the selected bidder. However, the number of vehicles may be increased or decreased at the time of award or during the contract period based on the actual requirement of LRMWWD Department.
1. Initially the **contract duration will be for a period of Two (2) year**, which may be extended further based on the satisfactory performance of the bidder, on the same terms and conditions. There will be maximum one such yearly extension.
2. The bidder shall ensure the availability of safe, roadworthy, well-maintained, and air-conditioned vehicles for official use and shall maintain high standards of operational reliability and service delivery throughout the contract period.
3. Sufficient early reporting should be ensured so that officials using the vehicle can reach their respective offices on time. The vehicle and the driver should be available on all working days, including Saturdays, Sundays, and holidays whenever the office remains open or as required by LRMWWD. The duty timings are indicative only and may be altered as per the operational requirements of LRMWWD/Department.
4. The bidder shall ensure timely availability of vehicles as per LRMWWD/Department requirements. A penalty shall be imposed in the event of absence of the vehicle or failure to provide the vehicle/services as scheduled or intimated.
5. The bidder shall provide experienced, disciplined, courteous, and professionally trained drivers having a good driving record. Drivers should be able to converse in Hindi as well as local languages and shall comply with all instructions issued by LRMWWD/Department officials.
6. The driver must possess mobile number which has to be shared by the agency with the LRMWWD. The driver must keep its mobile in switch on status and charged at all times to respond call from the officials.
7. **Driving etiquettes:** To be followed by the drivers deployed by the agency.
 - Do not use mobile phones, text, browse, or engage in phone conversations while driving.
 - Obey all traffic rules, signals, road signs, and speed limits.
 - Maintain a safe following distance from other vehicles, use of seat belts etc.
 - Do not spit or chew tobacco.
 - Ensure the vehicle is roadworthy and conduct basic safety checks before commencing a journey.
8. All drivers deployed shall possess valid driving licenses issued by the appropriate authority. Renewal and maintenance of driving licenses shall be the sole responsibility of the bidder.
9. If a regular driver proceeds on leave or becomes unavailable, the bidder shall provide a suitable substitute driver without any disruption in services.

10. The bidder shall arrange and maintain valid **Police Verification Certificates** regarding the antecedents of all drivers/personnel deployed under the contract.
11. The bidder shall provide only those vehicles that are duly authorized by the concerned Regional Transport Office (RTO) for use as public/commercial transport and are compliant with the provisions of the Motor Vehicles Act and rules amended from time to time.
12. The vehicles supplied shall be of recent purchase and maintained in excellent running condition throughout the contract period.
13. **The bidder shall maintain ownership and operational control of the all the vehicles supplied to LRMWWD. Vehicles of other agencies taken on sub-contract or otherwise will not be permitted. Also, sub-contracting of contract or portion of services to other agencies shall not be permitted under any circumstances.**
14. The bidder shall possess and maintain at least **10 commercial vehicles** registered in the name of the organization. All relevant documents pertaining to these vehicles shall be readily available.
15. Each deployed vehicle shall carry all valid and updated statutory documents, including but not limited to:
 - Registration Certificate (RC)
 - Commercial Permit
 - Road Tax Receipt
 - Comprehensive Insurance Policy
 - Pollution Under Control (PUC) Certificate
 - Driver's Valid Driving License
 - Any other mandatory statutory approvals or documents
16. The bidder shall be solely responsible for the repair, upkeep, servicing, and maintenance of all vehicles deployed under the contract and shall ensure that vehicles remain roadworthy, clean, and in good operating condition always.
17. The bidder shall carry out periodic preventive maintenance of vehicles to minimize breakdowns and service disruptions. Failure to undertake adequate maintenance resulting in repeated breakdowns may attract penalties, rejection of the vehicle, or termination of the contract by LRMWWD/Department.
18. In case of breakdown of any vehicle during duty hours, the bidder shall arrange an immediate replacement with a vehicle of the same or similar make/model without causing inconvenience to LRMWWD/Department officials.
19. Where replacement of a vehicle becomes necessary due to unavoidable reasons, the bidder shall provide an approved equivalent vehicle with prior intimation to the concerned official and in consultation with LRMWWD/Department.
20. The bidder shall ensure that vehicles are provided with sufficient fuel (Full Tank) before reporting for duty. Vehicles shall not ordinarily be taken to fuel stations during official assignments for routine refuelling that could interrupt official work.
21. The bidder shall provide and maintain comprehensive insurance coverage for all deployed vehicles during all times i.e. it should be renewed before expiry. In the event of any accident-causing injury, death, damage to property, or loss involving the hired vehicle, the bidder shall bear full responsibility and liability. LRMWWD/Department shall not entertain any claim arising out of such incidents.
22. The bidder shall ensure compliance with all statutory labour and employment obligations applicable to its personnel, including accurate deduction, deposit, and filing of Provident Fund (PF), Employees' State Insurance (ESI), and any other statutory contributions under applicable

laws. Any delay, default, liability, penalty, or consequence arising from non-compliance shall be borne solely by the bidder.

23. The bidder shall provide vehicles equipped with the following minimum accessories and amenities:

- Clean seat covers
- Quality music system
- Reading lamp
- Tissue paper box
- First-aid kit
- Car perfume
- Seat belts for front and rear passengers
- Full floor mats
- Any other essential accessories required for safe and comfortable travel

24. The bidder and its staffs shall ensure professional conduct, courteous behaviour, responsiveness to departmental requirements, and adherence to all service standards expected by LRMWWD/Department.

25. The bidder shall assume full responsibility for operational risks, vehicle maintenance, insurance obligations, statutory compliance, driver management, and any liabilities arising out of vehicle operation during the contract period.

26. Any breach of contractual obligations, violation of terms and conditions, persistent service deficiencies, non-availability of vehicles, repeated breakdowns, or unsatisfactory performance, as determined by LRMWWD/Department, may result in imposition of penalties and/or termination of the contract. The agreement may be terminated by giving one month's notice, during which period the bidder shall continue to discharge all contractual obligations without interruption.

27. In addition to current LRMWWD's requirements, additional number of vehicle/s may be required or engaged under this contract by the LRMWWD or Department for official purposes, on the same rates, terms, and conditions of the contract.

28. The vehicle hiring arrangement shall operate in a transparent, accountable, and cost-effective manner and shall support LRMWWD's objective of ensuring reliable official transportation while maintaining compliance with all applicable statutory, regulatory, and procurement requirements.

29. The selected bidder shall ensure complete compliance with all applicable laws, regulations, permits, registrations, insurance requirements, pollution control norms, and licensing requirements relating to vehicles and drivers deployed under the contract.

2.2 Eligibility

- It will be the Bidder's responsibility to ensure that it meets the eligibility requirement as mentioned under the RFP document.

2.3 General Considerations

- In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

2.4 Cost of Preparation of Proposal

- The Bidder shall bear all costs associated with the preparation and submission of its Proposal, and LRMWWD shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. LRMWWD is not bound to accept any proposal and reserves the right to the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidder.

2.5 Language

- The Proposal, as well as all correspondence and documents shall be written in English Language Only.

2.6 Documents comprising the proposal.

- The Proposal shall comprise all the Tech Forms and support and has to be properly scanned and uploaded on the e-proc portal.

2.7 Only One Proposal

- The Bidder shall submit only one Proposal.

2.8 Proposal Validity

- The Bidder's Proposal must remain valid for at least 180 days after the Proposal submission deadline. A bid valid for a shorter period shall be rejected by the LRMWWD as a non-responsive bid.
- In exceptional circumstances, prior to the expiration of the bid validity period, the LRMWWD may request bidders to extend the period of validity of their Bids. The EMD shall also be extended for a corresponding period. A bidder may refuse the request without forfeiting its bid security i.e. EMD. A bidder granting the request shall not be required or permitted to modify its bid. The request and the responses shall be made in writing.

2.9 Extension of Validity Period

- LRMWWD will make its best effort to complete the processing within the proposal's validity period. However, should the need arise, LRMWWD may request, in writing, all Bidder who submitted Proposals prior to the submission deadline to extend the Proposal's validity.
- If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.
- The Bidder has the right to refuse to extend the validity of its Proposal in which case such a Proposal will not be further evaluated.

2.10 Sub-Contracting/Consortium/Joint-Venture

- Bidders shall not Sub-Contract the assignment or any part of it or Scope of work to any other agency or organization. No Consortium or Joint Venture at any stage of bid or execution is allowed.

2.11 Earnest Money Deposit

- Every bidder participating in the bidding process must furnish the required earnest money deposit and, in the form, as specified in the Notice Inviting RFP.
- Refund of EMD: The EMD of unsuccessful bidders shall be refunded soon after final acceptance of bid and award of contract.
- EMD of Successful Bidder: EMD of the successful bidder will be returned on submission of the Performance Guarantee as mentioned in the RFP.
- Forfeiture of EMD: The EMD taken from the bidder shall be forfeited in the following cases: -
When the bidder withdraws or modifies his bid proposal after opening of bids.

2.12 Technical Proposal Format and Content

- Technical Proposal shall not include any financial bid information. Technical Proposal containing financial bid information shall be declared non-responsive. All Technical Bid

- Documents should be properly scanned, arranged and uploaded on portal.
- The Bidder is required to submit a Complete Technical Proposal using the Standard Forms provided in the RFP.
 - The bidders should ensure that all the required documents as mentioned in the tender document are submitted/ uploaded along with the bid and in the prescribed format only. The bidder shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement web site (<https://www.eproc2.bihar.gov.in>). This will be the bidder's sole responsibility to ensure that all required documents have been uploaded and all uploaded documents, when downloaded must be legible/readable failing which their bid will be rejected. Hence it is advised that all the documents should be properly scanned and uploaded.
 - NO Hard Copy of any Documents: No Documents, whatsoever it may be, has to be submitted in hard copy. Failure to comply the same may result in rejection of Bid.
 - Bidder shall submit all the required documents as mentioned in the annexure including Tech Forms. It should be ensured that various formats mentioned in this RFP should be adhered to and no changes in the format should be made.
 - The bids submitted by telex/telegram/fax/e-mail/hard-copy etc. shall not be considered. No correspondence will be entertained on this matter.

2.13 Confidentiality

- From the time the Proposals are open to the time the Contract is awarded; the Bidder should not contact LRMWWD on any matter related to its Technical. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.
- Any attempt by Bidders or anyone on behalf of the Bidder to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.
- Notwithstanding the above provisions, from the time of the Proposals opening to the time of Contract award publication, if a Bidder wishes to contact LRMWWD on any matter related to the selection process, it should do so only in writing.

2.14 Amendment to "RFP"

- At any time prior to the deadline for submission of Proposal, subsequent to the pre offer meet, the LRMWWD may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the "RFP" document by the issuance of Addendum/ Amendment and posting it on the Official Website. In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the LRMWWD may, in its sole discretion, extend the Proposal Due Date.

2.15 Bid Preparation

- The Bidder shall be responsible for all costs associated with the preparation of its Bid and its participation in the selection process. LRMWWD shall not be responsible nor in any way liable for such cost, regardless of the conduct or outcome of the selection process. Please note that the LRMWWD reserves the right to reject all or any of the offers without assigning any reason whatsoever.

2.16 Modification of Proposal

- The Bidder is not permitted to alter or modify its Proposal in any way after the proposal

submission deadline. While evaluating the Proposals, the Client will conduct the valuation on the basis of the uploaded Technical. However, LRMWWD may seek clarification on the information.

- The Bidder shall be responsible for all costs associated with the preparation of its Bid and its participation in the selection process. LRMWWD shall not be responsible nor in any way liable for such cost, regardless of the conduct or outcome of the selection process. Please note that the LRMWWD reserves the right to reject all or any of the offers without assigning any reason whatsoever.

2.17 Correction of Errors

- Activities and items described in the Technical Proposal should be assumed to be included in the prices of other activities or items, and no corrections are made to the proposal.
- LRMWWD will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all input included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail.

2.18 Award

- Post completion of Bid evaluation process, LRMWWD will notify the lowest evaluated bidder/successful Bidder in writing or by email in the form of a Letter of Award (LOA or Work order). Further LRMWWD will also invite consent from 2nd lowest and subsequent lowest bidders to accept the L-1 price. If the aforesaid bidders extend their consent to work at L-1 price then these bidders shall be empanelled with LRMWWD at L-1 rate for future consideration.
- The Agency shall, within 7 (seven) days of receipt of the LOA/Work Order, communicate its acceptance.
- Failure to comply with the above or submitting the performance guarantee or execution of agreement by the selected bidder within stipulated timeline, LRMWWD will be at liberty to invite the next qualified bidder for the award of the project.

2.19 Performance Guarantee (PG)

- Within 15 days from the date of the Letter of Award (LOA) from LRMWWD, the successful Bidder shall furnish the Performance Guarantee (PG) @ **5% of the total value of the contract**, by way of DD/ Performance Bank Guarantee issued by one of the Nationalized/Scheduled Banks in India for the due performance of the Assignment in acceptable form to LRMWWD.
- The PG submitted will be valid for 16 months. However, in case of extension of the project, the above performance guarantee will have to be renewed till the 4 months from the extended period of the project.
 - A. Refund of PG: The PG shall be refunded within six months of the date of successful completion of the assignment.
 - B. Forfeiture of PG: PG shall be forfeited in the following cases:
 - I. When any terms and conditions of the contract are breached.
 - II. When the selected Bidder fails to commence the services or fails to provide deliverables after partially executing the purchase/work order

2.20 Penalty

SN	Particular	Penalty
1.	Poor maintenance of vehicle, including unhygienic condition, mechanical deficiencies, or failure to maintain road worthiness.	INR 1,000 per occurrence/instance per vehicle. In case of continued non-availability of the assigned driver/vehicle and failure to provide a replacement, an additional per-day penalty @ 1% of the monthly rental

	Driver/vehicle unavailability, including late reporting, refusal of duty, unauthorized change of driver/vehicle without prior intimation, use of vehicle for purposes outside the contract, or driver being unreachable when required by LRMWWD.	charges per day of delay, subject to a maximum of 10% of the contract value shall be levied, post which LRMWWD reserves the right of forfeiture of the performance guarantee and termination of the contract.
2.	Delay in supply of vehicle(s) beyond the timeline specified in the LOA/Work Order/Agreement.	Penalty @ 2% of the monthly rental charges per week of delay, subject to a maximum of 10% of the contract value, post which LRMWWD reserves the right of forfeiture of the performance guarantee and termination of the contract.
4	Misconduct, misbehaviour, indiscipline, or violation of instructions by the driver or deployed personnel.	LRMWWD may require immediate replacement of the concerned driver/personnel. If three (3) such incidents are reported within a month, LRMWWD reserves the right to terminate/cancel the contract.
5	Repeated service deficiencies, persistent non-performance, or breach of contractual obligations.	In addition to applicable penalties, LRMWWD may forfeit the performance guarantee and terminate the contract.

A notice will be issued to the agency by LRMWWD before initiating the process of forfeiture of the performance guarantee and termination of contract.

2.21 Indemnification

- The Bidder shall, at its own expense, defend and indemnify Department against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Bidder's) employees or agents, or by any other third party resulting from or by any gross negligence and/or willful default by or on behalf of the Bidder and against any and all claims by employees, workmen, suppliers, agent(s), employed, engaged, or otherwise working for the Bidder, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.
- The Bidder shall indemnify, protect and save Department and hold Department harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly from (i). a gross negligence and/or willful default of the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract (ii). breach of any of the terms of this tender document or breach of any representation or warranty by the Bidder (iii). use of the deliverables and services provided by the Bidder (iv). Infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.
- The Bidder shall further indemnify Department against any proven loss or damage to Department's premises or property, etc., due to the gross negligence and/or willful default of the Bidder's employees or representatives to the extent it can be clearly established that such employees or representatives acted under the express direction of the Bidder.
- The vendor shall ensure compliance with all applicable laws, local and central including all labor laws like ESI, EPF, Minimum wages Act, Bihar shops and establishments act, Contract Labour (Regulation and Abolition) Act 1970, Payment of Bonus etc. and shall keep the Department indemnified and harmless in case of violation of any applicable laws.

2.22 Governing Law

- The Contract shall be governed by and interpreted in accordance with the laws of the Bihar State / India and under the jurisdiction of Patna Court.

2.23 Force Majeure

Definition:

- For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder
- Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- The Force Majeure would be applied to Patna Districts which have been stated by Labour Commissioner, LRMWWD in writing; is part of Government of Bihar directives and is agreed by Bidder.
- LRMWWD will decide the eventuality of Force Majeure which will be binding on both the parties.

No breach of Agreement:

- The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement. The Bidder shall not be liable for forfeiture of its PG or/ and BG, if and to the extent that it's delay in performance or other failure to perform its obligations under the Contracts the result of the Force Majeure.

Measures to be taken:

- A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations herewith a minimum of delay.
- A Party affected by an event of Force Majeure shall notify the other Party of such an event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

Extension of time:

- Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such actions a result of Force Majeure.

Payments:

- In the event of Force Majeure applied to the Patna District of Bihar, then LRMWWD will continue to follow the payment schedule by giving concessions to Bidder of non-submission of deliverables for the period of 3 months. Post which, either party is allowed to terminate the contract under the clause Termination for Convenience.

Consultation:

- Not later than thirty (30) days after the Bidder has, as the result of an event of force majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.24 Termination Clauses:**Termination for Default:**

- LRMWWD may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected bidder, terminate the contract in whole or in part provided a cure period of not less than 30 days is given to the selected bidder to rectify the breach:
- If the selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by LRMWWD; or
- If the selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
- If the selected bidder, in the judgment of the LRMWWD, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- If the selected bidder commits breach of any condition of the contract

Termination for Insolvency:

- LRMWWD may at any time terminate the Contract by giving a written notice of at least 30 days to the selected bidder, if the selected bidder becomes bankrupt or otherwise insolvent. In such an event, termination will be without compensation to the selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to LRMWWD.

Termination for Convenience:

- LRMWWD, by a written notice of at least 30 days sent to the selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for LRMWWD's convenience, the extent to which performance of the selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- In such a case, LRMWWD will pay for all the pending invoices as well as the work done till that date by the Bidder.
- Depending on the merits of the case the selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

Termination by LRMWWD:

- LRMWWD may at any time terminate the Contract by giving a written notice of at least thirty (30) days written notice of termination to the Bidder, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
- The Bidder fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in the notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such a further period as the LRMWWD may have subsequently granted in writing.
- The Bidder becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary.
- The Bidder fails to comply with any final decision reached as a result of arbitration proceedings.
- The Bidder submits to the LRMWWD a statement which has a material effect on the rights,

obligations or interests of the LRMWWD and which the Bidder knows to be false.

- Any document, information, data or statement submitted by the Bidder in its Proposals, based on which the Bidder was considered eligible or successful, is found to be false, incorrect or misleading; or as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days
- If the LRMWWD would like to terminate the contract for reasons not attributable to the Bidder performance, they will need to clear all invoices for the agency services up to the date of their notice along with 1 month fee pro-rata out of the project fee.
- If the LRMWWD would like to terminate the contract for reasons attributable related to the Bidder performance, the government will give a rectification notice for 3 months to the agency in writing with specific observations and instructions.

Termination by Bidder:

The Bidder may, by not less than two month (60 days) written notice to the LRMWWD, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

- The LRMWWD is in material breach of its obligations pursuant to this Agreement and has not remedied the same within thirty (30) days (or such longer period as the Bidder may have subsequently agreed in writing) following the receipt by the LRMWWD of the Bidder's notice specifying such breach.
- If there are more than 2 unpaid invoices and LRMWWD fails to remedy the same within 45 days of the submission of the last unpaid invoice.
- As the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- The LRMWWD fails to comply with any final decision reached as a result of arbitration.

Payment upon Termination:

- Upon termination of this Agreement all pending payments due till the date of the termination of the contract will be made by LRMWWD to the Bidder within 30 days of the contract termination.

Suspension:

The LRMWWD may, by writing notice of suspension to the Bidder, without any obligation (financial or otherwise) suspend all the payments to the Bidder here under if the Bidder shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension:

- shall specify the nature of the breach or failure, and
- shall provide an opportunity to the Bidder to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Bidder of such notice of suspension.

Cessation of rights and obligations:

Upon termination of this Agreement or upon expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except:

- Such rights and obligations as may have accrued on the date of termination or expiration,
- The obligation of confidentiality set forth in RFP.

Cessation of Services:

- Upon termination of this Agreement by notice of either Party to the other the Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

2.25 Fraud or Corrupt Practices

- The Bidders shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA (Letter of Award) or Work Order (WO) and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained in this RFP, or in LOA/WO or the Agreement, the LRMWWD, YESD, Govt. of Bihar may reject a bid, withdraw the LOA/WO, debar the bidder for a period of three year from participating in the future projects of the Department or terminate the Agreement, as the case may be 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 practices. In such an event, the LRMWWD, YESD, Govt. of Bihar shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidders Proposal.
- Without prejudice to the rights of department under Clause above and the rights and remedies which the department may have under the LOA/WO or the Agreement, if a Bidder, is found by the Authority 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, or after the issue of the LOA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by department during a period of 03 Year from the date such Bidder, is found by department to have directly 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.
- For the purposes of this Section, the following terms shall have the meaning here in after respectively assigned to them:
 - i. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of tendering and execution of the project.
 - ii. "fraudulent practice" means aim is representation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process.
 - iii. "coercive practice" means impairing or harming or threatening to impairer harm, directly or indirectly, any persons or property to influence any person participation or action in the Selection Process.
 - iv. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by LRMWWD, YESD, Govt. of Bihar 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
 - v. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

2.26 Disputes Resolution

Amicable Settlement:

- The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 15 days from the date of receipt of written notice, the matter will be referred to CEO, LRMWWD, who will take decision within 30 days after such

reference. If the dispute is still not resolved the matter will be referred to for Arbitration.

Arbitration:

- In case the dispute is not resolved, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by LRMWWD and other appointed by Bidder and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in, and the award shall be made in English language. Arbitration proceedings shall be conducted at Patna and the following are agreed.
- The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.
- The arbitrator may award to the Party that substantially prevails on its merit, its costs and reasonable expenses (including reasonable fees for counsel).
- When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement.
- Any dispute, controversy, or claim arising out of or in connection with this Contract, including any question regarding its existence, validity, interpretation, performance, or termination, shall be referred to and finally resolved through arbitration. The seat and venue of arbitration shall be Patna, Bihar, India.

By executing agreement, the selected bidder undertakes as below:

1. We, the selected bidder, understands that Intellectual Property in the context of LRMWWD program shall refer to all such patents, trademarks, copyrights in respect of any hardware, software, product documentation, design document, or any other document, whether in printed or in electronic, digital or any other format which is an integral part of the hardware/software or is supplied along with such products which forms the subject matter of the LRMWWD.
2. We understand that any data/information collected in the course of our operations shall be the exclusive property of LRMWWD and we will not share/disclose these data with anyone except as permitted by LRMWWD in writing.
3. We shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data/ or of other data collected in course of our operations, its accidental loss, destruction, or damage.
4. We hereby undertake to inform the LRMWWD of any violation of Intellectual Property Rights or its unlawful use, under prevalent laws of the land. Further, we agree to cooperate with the LRMWWD to the extent possible in the process of investigating such cases of any violation of Intellectual Property Rights or its unlawful use and taking legal action against the said infringement.
5. **Upon expiration or termination of this Agreement, whichever is earlier, we agree that-**
 - We shall not make any claim on the Trade Name, Trademarks, Service Marks, Logo, etc. of the LRMWWD nor shall it use any trade name, mark, logo which is deceptively or confusingly similar to those belonging to the LRMWWD,
 - a. We shall desist from using the trade names, marks, stationery or other documentation issued by the LRMWWD embodying the intellectual property of the LRMWWD.
 - b. We will return to the LRMWWD or certify in writing to the LRMWWD as destroyed all copies of the intellectual property, in whole or in part, in any form, including partial copies, updates or modifications of the intellectual property received from the LRMWWD or made in connection with this Agreement.

3. EVALUATION AND ELIGIBILITY CRITERIA

The Tender committee of LRMWWD will **evaluate the RFP in two stages** as per following.

- (a) The committee will first undertake the **evaluation** of the **Eligibility criteria** and along with reference to completeness of the proposals and whether the proposals are generally in order. Proposals found to be non-responsive for any reason or do not meet the eligibility criteria, as specified in this RFP, will be rejected and not included for further Evaluation. During the evaluation, the committee may ask the bidder for clarifications, if any, on its submitted proposal.
- (b) Finally, the committee will evaluate the financial bids of the technically qualified bidders on the **LCS (Least Cost Selection) Method**.

3.1 Eligibility Criteria

SN	Particulars	Criteria	Proof required
1	EMD	Through e-payment only as stipulated in the Tender Notice	
2	Registration	The bidder must be a registered Proprietorship/ Partnership/ LLP/ Company/Society incorporated under relevant Government act.	Incorporation or Registration Certificates. Registered Partnership deed in case of Partnership.
3	Turnover from services	Minimum Average Annual Turnover of Rs. 50 Lakhs during previous three FY i.e. 2022-2023, 2023-24 and 2024-25,	Copy of Audited Profit & Loss Statement and Balance sheet of the respective FYs. CA Certificate with UDIN (Tech-3)
4	Experience	Bidder should have experience of providing atleast 10 vehicles per year on rent to Govt offices /PSUs during last three FYs ending on 2024-25.	Work orders/ Agreement issued by the concerned organization indicating period and number of vehicles issued by the bidder. (Tech-4)
5	Presence in Bihar	The Agency should have a Registered office or Branch office in Bihar	Copy of GST Registration Certificate to be submitted
6	PAN, GST & ITR-V	The agency should have a valid PAN and GST Registration in India and have filled Income Tax Returns (ITR) for previous three FY i.e. 2022-2023, 23-24 and 24-25.	Copy of PAN card, GST Registration certificate and ITR-V of respective FYs.
7	Blacklisting	The bidder must not be blacklisted or debarred by the central or state government or their undertakings as on the bid submission date	Notarized Affidavit on non-judicial stamp paper of Rs. 1,000/-

Only those bidders who will meet the eligibility criteria shall be eligible for financial evaluation.

3.2. Financial Evaluation and Selection of Bidder (Least Cost Selection Method)

- i. Only those bidders who are found substantially responsive and qualified in the Evaluation stage shall be considered for Financial Evaluation. The Financial Bids of technically qualified bidders shall be opened on the date and time notified by the Authority.

- ii. The Financial Bids shall be evaluated based on the total quoted cost submitted by the bidder in the prescribed Financial Bid Format (Fin-1). Bidders shall quote rates inclusive of all costs associated with providing the vehicles on rental basis, including driver charges, fuel, maintenance, insurance, permits, taxes, statutory levies, overheads, and any other charges required for satisfactory performance of the Contract, unless specifically stated otherwise in the RFP.
- iii. The Authority shall verify the arithmetic accuracy of the Financial Bids and correct any computational errors in accordance with the provisions of the RFP.
- iv. For the purpose of comparison and ranking of Financial Bids, the Authority shall consider the total evaluated cost derived from the rates quoted in the Financial Bid (Fin 1) .
- v. Ranking of Bidders: The technically qualified bidder quoting the lowest evaluated total cost (L1) shall be ranked first. The remaining bidders shall be ranked as L2, L3, L4, and so on, in ascending order of their evaluated bid prices.
- vi. Award of Contract: Subject to the bidder meeting all qualification requirements and acceptance of the terms and conditions of the RFP, the Contract shall be awarded to the bidder ranked L1, i.e., the bidder offering the lowest evaluated total cost. **LRMWWD will also empanel the financially successful bidders who wish to work at L-1 rates.**
- vii. Tie in Financial Bids: In the event that two or more bidders quote the same lowest evaluated cost, the Authority may adopt a transparent tie-breaking mechanism like draw of lots, as deemed appropriate.
- viii. Authority's Right: The Authority reserves the right to accept or reject any or all bids, annul the bidding process, or reject all bids at any stage without thereby incurring any liability to the affected bidder(s), in accordance with the provisions of the RFP.

3.3 Contract Finalization and Award: -

- LRMWWD shall reserve the right to negotiate with the bidder(s) whose proposal has been most responsive.
- LRMWWD reserves the right to order quantities that may vary according to the specific requirement during the contract duration.

3.4 Right to Accept Any Proposal and to Reject Any or All Proposal(s)

LRMWWD reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for LRMWWD action.

3.5 Payment Term

- a) The payment shall be made on the monthly basis against the bill submitted by the bidder. The bill shall be duly verified by the concerned authority of the Department. Post verification, payment shall be made to the selected vendor.
- b) The driver shall maintain logbook specifying the reporting and closing time and other details and submit the copy of the consolidated logbook signed by the controlling officer along with the monthly bill.
- c) Toll and parking charges (wherever applicable) shall be paid on production of original receipt.

Bid Submission Forms and Annexures

The bidders are expected to respond to the RFP using the forms given in this section with all supporting documents.

Proposal shall comprise of following forms:

Technical Proposal checklist:

- **Tech 1:** Covering Letter on Letterhead of the Bidder with Correspondence Details.
- **Tech 2:** Important Information and Details
- **Tech 3:** CA Certificate for Turnover

- **Tech 4:** Self declaration for Past relevant experience
- Annexure-I: Affidavit
- Annexure-II: Power of Attorney in favour of Authorised Representative. "Board Resolution may also be accepted".
- **Note:** One Copy of this RFP document with each page signed and stamped by the authorised representative has to be submitted along with proposal document as an acknowledgement and acceptance of the terms and conditions and scope of work under this RFP.

Section-IV

4. BID SUBMISSION FORMS AND ANNEXURE

4.1 FORM TECH-1

Covering Letter on Letterhead of the Bidder with Correspondence Details

To,
Labour Commissioner
Labour Resources & Migrant Workers Welfare Department
B-Wing, 3rd Floor, Niyogan Bhawan, Bailey Road, Patna-01

Dear Sir,

We, the undersigned, wish to Selection of vendor for supply of vehicle on rental basis for the LRMWWD, Government of Bihar in accordance with your Request for Proposal vide RFP No.....dated..... We are hereby submitting our Proposal, as per the specified format.

We hereby declare that:

- a. All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in this Proposal may lead to our disqualification by LRMWWD.
- b. We have no conflict of interest as stated in the RFP.
- c. We meet the eligibility requirements as stated in RFP.
- d. In competing for (and, if we are empaneled) the Empanelment, we undertake to observe the laws against fraud and corruption, including bribery as per RFP.
- e. Our Proposal is binding upon us and subject to any modifications resulting from the Agreement negotiations.

We understand that LRMWWD is not bound to accept any Proposal that LRMWWD receives.

We remain,

Yours sincerely,

Authorized Signature
{In full and initials}

Name and Title of Signatory: _____

Name of Applicant: _____

In the capacity of: _____

Address: _____

Contact information (phone): _____

Contact information (e-mail): _____

4.2 FORM TECH-2

Important Information and Details

S.N.	Particulars	Details
1	Name of the Organization:	
2	Name and Designation of the Contact Person	
3	Address and Contact Details (E-Mail and Mobile No.) of the Contact Person	
4	Legal Status (Type of Organization)	
5	Address of Head Office:	
6	Incorporation/ Registration status of the Agency	Submit Incorporation Certificate Page No. at which enclosed: _____
7	Date of Incorporation/ Registration	
8	Minimum Average Annual Turnover of Rs. 50 Lakhs during previous three FY i.e. 2022-2023, 2023-24 and 2024-25,	FY 2022-23: _____ /- FY 2023-24: _____ /- FY 2024-25: _____ /- Copy of Audited Profit & Loss Statement and Balance sheet of respective FYs. And CA Certificate as per Tech-3 .
10	PAN Number	Page No. at which enclosed: _____
11	GSTIN Number	Page No. at which enclosed: _____
12	ITR-V of FY 2022-2023, 2023-24, 2024-25.	Page No. at which enclosed: _____
14	Bidder should have experience of providing atleast 10 vehicles per year on rent to Govt offices /PSUs during last three FYs ending on 2024-25	Work orders/ Agreement issued by the concerned organization. (Page No. From _____ to _____ at which enclosed) (Tech-4)
15	A Notarized Affidavit on non-judicial stamp paper of Rs. 1,000/-, stating that the Company has not been blacklisted by any Central / State Government / Public Sector	Page No. at which Affidavit has been enclosed: _____ (Annexure-I)
16	Power of Attorney/ Board Resolution in the name of the Authorized signatory	Page No. at which enclosed: _____ (Annexure-II)

4.3 FORM TECH-3

CA Certificate

Important Note: The CA must mention all two figures for each year at UDIN portal

We certify the following details for the..... (Bidder Name):

SN	Financial Year	Turnover (Rs. In Lakhs)	Net worth (Rs. In Lakhs)
		Total	Total
1	2022-23		
2	2023-24		
3	2024-25		
Average Annual Figures of 03 FYs			

Important Note: The CA is expected to write all the above details in the <https://udin.icai.org/search-udin> to verify the UDIN certificate.

(Signature & Seal)

Certified by CA

Name of CA:

Membership Number:

Firm Name:

UDIN:

DATE:

(Self-Declaration on letter Head)

(Past relevant experience)

<u>SN</u>	<u>Name of Govt Client</u>	<u>Work Order Number and date</u>	<u>Year of work order</u>	<u>Total Value (amount) of the work order</u>

(Signature & Seal)

For and on behalf of:

Signature:

Name:

Designation:

Date:

(Organization Seal)

4.5 Annexure-I**(AFFIDAVIT)**

(Notarized Affidavit on non-judicial stamp paper of Rs. 1000/- by Authorized Representative of the applicant with his / her dated signature and enterprise seal)

1. I/We do hereby certify that all the statements made in our bids in response to the RFP Reference No..... Dated..... and in the required attachments are true, correct and complete. I / we am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my bid at any stage besides liabilities towards prosecution under appropriate law.
2. I/We, on behalf of (Name of the Agency), with its registered office at do hereby declare that the above-mentioned bidder is not under a declaration of ineligibility for corrupt and fraudulent practises or for any other reason, whatsoever and has not been blacklisted / debarred by the Government of India or any of its agencies, including public enterprises and or by any State Government or any of its agencies.
3. I/We on behalf of (Name of the Agency) do hereby affirm and undertake that we have carefully read and understood the whole tender documents and will unconditionally abide by all the terms and conditions given in the above-mentioned RFP.

For and on behalf of:

Signature:

Name:

Designation:

Date:

(Organization Seal)

(Power of Attorney in favour of Authorized Representative)

(Note: To be executed on a non-judicial stamp paper of Rs. 1000/- or more or on Company Letter Head certified by the Board of Directors)

Know all men by these presents that We.....
 (name of the enterprise and address of the registered office do hereby
 irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name)
son / daughter / wife of
and presently residing at
who is presently employed with us and
 holding the position of..... as our true and lawful attorney (hereinafter referred to
 as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things including to enter
 into negotiation, as are necessary or required in connection with or incidental to submission of our Bid for
 the RFP Reference No.....
 Dated.....

The attorney is fully authorized for providing information/ responses to the tendering authority, representing us in all matters before the tendering authority including negotiations with the tendering authority, signing and execution of all affidavits, undertakings and agreements consequent to acceptance of our bid, and generally dealing with the tendering authority in all matters in connection with or relating to or arising out of our bid for the said tender.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,
 THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS
 DAY OF

For

{Signature, name, designation and address}

Accepted

.....
 (Signature)

(Name, Title and Address of the Attorney)

Witnesses: 1.
 2.

(For reference only. Not to be filled/scanned)

5. FORM FIN-I: Format of Commercial bid

SN	Type of Vehicle	Quantity	Schedule A		Schedule B			Schedule C	
			Per km Cost local bookings in Rs.		Per km Cost Outstation bookings in Rs.			Monthly Fixed Rental Charges up to 1,500 km In Rs.	
			Full day-A 12 Hrs/80 Kms	Full day-B Extra rate after 12 Hrs (rate per km)	Basic Rate (Per KM)	Night Halt charges	Minimum Chargeable Km/day	Basis rate upto 1500Kms per month	Beyond 1500 Kms, rate per km in Rs
1	2	3	4	5	6	7	8	9	10
1	Innova Crysta or similar model	1							
2	Ertiga/ XL-6/Scorpio or similar model	1							
3	Maruti Swift Dzire or similar model	1							
Combined Total of Monthly Charges									

*GST need not be quoted. It will be paid extra as per applicable rates.

Note:

- (i) The Financial Proposal shall be prepared using the Standard online at Excel/ E-proc only. The format as provided above is for reference only.
- (ii) **Evaluation will be done on the basis of Combined Total quote of Monthly Fixed Rental Charges up to 1,500 km i.e. Total of Column 9 & 10 of Schedule C. Further negotiations for Schedule A and Schedule B shall also be carried with the Lowest bidder in Schedule C.**
- (iii) It shall include all costs as per RFP including the cost of fuel, driver, maintenance, insurance etc. in the above quote.
- (iv) The vehicle shall be made available to LRMWWD/Department on a monthly basis. Duty hours would be from 8 am to 8 pm on all days, including Saturdays and Sundays and holidays (if office open). The time is indicative only and it may change as per need and duty timings.
- (v) The selected bidder will be paid monthly hiring charges which would include per month cost of the vehicle including fuel, maintenance, and driver charges etc.
- (vi) Total Monthly rate shall be considered for financial evaluation through LCS method.
- (vii) The Per km Cost (*additional kilometer of use beyond 1,500 kms*) quoted by selected bidder may be rationalized based on quotes of other bidders and market rates.
- (viii) The toll / parking will be paid as per actuals.
- (ix) Please note that any scanning and then uploading of financial bid is strictly prohibited. The financial bid format shared under this RFP is for reference only. The financial bid will have to be submitted as per standard on-line format (E-proc) only.
- (x) During Evaluation of Financial proposals, the quoted Total Amount excluding GST shall be considered.
- (xi) The client shall pay the GST as extra, on prevailing rates as applicable on Services as above.
- (xii) Statutory Deduction, if applicable, shall be deducted at source from the payment to the Selected Bidder as per the law in force at the time of execution of contract.

.....X.....