

NAGAR PARISHAD, HAJIPUR

(Govt. of Bihar)



REQUEST FOR PROPOSAL

FOR

**Empanelment of Agencies for Providing
of vehicles on hire at Nagar Parishad,
Hajipur Area.**

NIT NO: 04/2026-27

Issued on Date :- 08/06/2026

Issued By:-

Office, Nagar Parishad, Hajipur.
Rambalak Chowk, Ward No.- 28, Hajipur, (844101)

Dist.- Vaishali (Bihar)

Email: hajipurnagarparishad@gmail.com

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

Handwritten signature

DISCLAIMER

Though adequate care has been taken while preparing the RFP document, the Bidders/Applicants shall satisfy them that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately.

Nagar Parishad, Hajipur (NPH) reserves the right to modify, amend, or supplement this RFP document including all formats and Annexure. Any such change would be communicated to the applicants by posting it on the website www.NPH.bihar.gov.in

The information provided in this RFP not intended to be an exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Competent authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Competent authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant 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 anyway in this subject.

The issue of this RFP does not imply that the Competent authority is bound to select an Applicant for the project and the Competent authority reserves the right to terminate the process at any time without assigning any reasons whatsoever. The Applicant shall bear all its costs associated with or relating to the participation in this process regardless of the conduct or outcome of the process.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NPH or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and NPH 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 for submission of the Bid, regardless of the conduct or outcome of the Selection process or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and NPH 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 for submission of the Bid, regardless of the conduct or outcome of the Selection process.



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1 INVITATION FOR BIDS

NIT No: 04 /2026-27

Date: 08.06.2026

Nagar Parishad, Hajipur invites online proposals for **Empanelment of Agencies for Providing vehicles on hire at Nagar Parishad, Hajipur .**

Details of schedule for the bid are given below: -

Sl.	Activity	Timeline& Address
1	Start date of bid	As per NIT (www.eproc2.bihar.gov.in)
2	Pre-bid Meeting date	As per NIT
3	Last date for submission of Bids (online).	As per NIT
4	Last date for submission of Bids by hard copy.	As per NIT
5	Opening of technical Bids	As per NIT
6	Date of opening of financial bid	To be informed later to technically qualified bidder.
7	Cost of Bidding Document (Tender Fee)	Tender Fee Rs 10,000 (Rupees Ten thousand only) (Non Refundable) to be paid through e-payment modes, i.e., Internet Payment Gateway (IPG) at (www.eproc2.bihar.gov.in)
8	EMD	Rs 2,00,000/- (Rupees Two Lakhs only) (Refundable) paid through e-payment modes, i.e., Internet Payment Gateway (IPG)/bank guarantee (BG) in Favor of "EXECUTIVE OFFICER, Nagar Parishad Hajipur" Payable at HAJIPUR (www.eproc2.bihar.gov.in)

RFP document/ bid document shall be available on website:www.eproc2.bihar.gov.in

For Queries & Clarifications, send e-mail to: NPHprda@gmail.com/cmeNPHprda02@gmail.com


Executive Officer
Nagar Parishad, Hajipur



2 INSTRUCTIONS FOR BID SUBMISSION

1. The RFP document containing the project profile, invitation for qualification and criteria for evaluation may be obtained from the website: www.eproc2.bihar.gov.in
2. Detailed N.I.T can be seen of website www.eproc2.bihar.gov.in
3. NPH will not be responsible, in case of any delay, due to any reason whatsoever, in receipt of Bid Documents by the Bidders.
4. The competent authority (NPH) reserves the right to reject any or all Bids or cancel/withdraw the Invitation for Bids (IFB) without assigning any reason whatsoever and in such case, no Bidder/ intending Bidder shall have any claim arising out of such action.
5. NPH, Hajipur intends to undertake a competitive bidding process to shortlist and qualify suitable Bidders, who shall be eligible for empanelment in terms of the RFP for the project.
6. The detail of the bidding process and summary of the scope of works for the project is included in the RFP document.
7. Any clarifications may be sought online through the NPH site, through the contact details or during pre-bid meeting if any. Bidder should take into account the corrigendum if any published before submitting the bids .
8. In exceptional circumstances, the competent authority, NPH may solicit the Bidder's consent to an extension of the period of validity.
9. Corrigendum/ Addendum, if any, will be published on the NPH website itself.
10. For any queries regarding Tendering process, the bidders may contact at address as provided in the RFP.



3 INSTRUCTION TO BIDDER

3.1 Objective of project

NPH wants to empanel agencies that can provide different type of light commercial car vehicles which is attached in annexure on hiring basis. The empanelment will be valid for 2 Years extendable for 1 year as per approval of competent authority.

3.2 Request for Proposals

The Competent authority invites proposals (the "Proposals") for Empanelment of Agency (the "Agencies") for Empanelment of Agencies for Providing of vehicles on hire at NPH in conformity with the scope of work and other terms and condition as specified in this RFP. The Competent authority intends to select the Agency through an open competitive bidding process in accordance with the procedure set out herein.

3.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Competent authority and the Project site, sending written queries to the Competent authority, and attending a Pre-Proposal Conference on the date and time specified in Details of schedule for the bid.

3.4 Sale of RFP Document

RFP document can be downloaded from the website of www.eproc2.bihar.gov.in However, the bids of only those Applicants shall be considered for evaluations who have made payment of Rs 10,000/- for the RFP document. The RFP Fee of Rs 10,000/- is Non-Refundable and is to be paid online.

The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date (the "PDD").

3.5 Brief description of the Selection Process

The Competent authority has adopted a two-stage selection process (collectively the "**Selection Process**") for evaluating the Proposals comprising of technical bids and financial bids to be submitted by the bidder. The selection will be done through **LCS (Least Cost Based Selection)**. In the first stage, a technical evaluation will be carried out as specified in this RFP. Based on this technical evaluation, a list of short-listed applicants shall be prepared. In the second stage, a financial evaluation will be carried out as specified. Proposals item wise will finally be ranked according to their financial scores as **lowest price bid will be declared L1** and then L2, L3 subsequently. Once L1 rates are finalized as per procedure defined in this RFP (LCS basis), L2, L3, L4, L5 other bidders shall be given the option to match L1 rates and get empaneled with NPH. Final decision for empaneling the agencies who qualify and agree to the terms will be of NPH. A list of Empaneled agencies shall be prepared and published on NPH website and will notify the empaneled agency by email. After empanelment, the NPH will decide for providing of work order/LOA/LOI to the empaneled agency on the lowest rates based on the volume of work; however, NPH is not bound to award work to every empaneled agency. The proposals being invited are non-binding and without any commitment of award of work. NPH shall have absolute discretion in assigning work to any of the empaneled agency.

3.6 Official Contact for the proposal

All communications should be addressed to:

The Executive Officer
Nagar Parishad, Hajipur
Rambalak Chowk, Ward No.- 28, Hajipur, (844101)
Dist.- Vaishali (Bihar)
Email: hajipurnagarparishad@gmail.com

Further for any clarification or any information, the bidders can contact at the below given number:

Mobile:

3.7 Condition Of Eligibility of Applicants-

- Applicants must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for technical evaluation.
- The applicant must be a sole bidder. No consortium/Joint venture is allowed for this work.
- To be eligible for evaluation of its Proposal, the Applicant shall fulfill the following:

A. Basic Eligibility criteria

- An entity registered under Indian Companies Act 1956 / 2013 or Limited Liability Partnership Act 2008 or equivalent law abroad/Institutions registered under Societies Act/Any Individual/proprietor Firm. Registered/ NGOs firms involved in the similar assignments are also eligible to bid for this project.
- Valid PAN card and GST registration in India.
- As on date of submission of the proposal, the Bidder shall not be blacklisted, terminated & debarred/debarred by any State Government Department / Central Government Department / PSUs .(Self- declaration on stamp paper to be submitted).
- The bidder has not been subject to any investigation, vigilance proceeding, prosecution, or criminal litigation initiated by any Government or statutory authority, and that no such proceeding is pending against me as on date of submission of bid.

B. Technical Eligibility

- The Agency should have experience for providing of at least 10 nos of vehicles on hiring basis in any three government organizations/Government undertaking organization /PSU/ULBs in last three years preceding Proposal due date. Prior experience of working in Bihar will be advantageous. (Client Agreement as proof of contract value along with work order & payment certificate/completion certificate must be enclosed.)
- Agency shall have at least 5 commercial passenger vehicles registered/leased in the name of agency. List of registered vehicles shall be enclosed. Performa Invoice will also be considered.

- **C. Financial Eligibility**

Minimum Average annual turnover of Rs. 1 Crore in last 3 (three) Financial Years (2022- 23,2023-24 & 2024-25).

Net worth should be positive.

The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors***stating its total revenues from supply as stated during each of the 3 (Three) financial years preceding the PDD and the fee received in respect of each of the Assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.

While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets if the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format, without changing the content of the forms, making do provision for incorporation of the requested information.

3.8 Conflict of Interest

An Applicant shall not have a conflict of interest that may affect the Selection Process or the Work (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Competent authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Competent authority for, *inter alia*, the time, cost and effort of the Competent authority including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the Competent authority hereunder or otherwise.

The Competent authority requires that the Agency provides professional, objective, and impartial solution and at all times hold the Competent authority’s interest’s paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Agency shall not accept or engage in any assignment that would conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Competent authority.

3.9 Number of Proposals

No Applicant shall submit more than one Application for the said work.

3.10 Site visit and verification of information

Applicants are encouraged to submit their respective Proposals after visiting the project site/NPH Office and collection of data and Information required if any at their own cost.

3.11 Acknowledgement by Applicant

- It shall be deemed that by submitting the Proposal, the Applicant has:
 - made a complete and careful examination of the RFP.

- received all relevant information requested from the Competent authority.
- acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Competent authority or relating to any of the matters referred to all the above given clauses.
- satisfied itself about all matters, things and information, including matters referred to all the above given Clauses herein, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- acknowledged that it does not have a Conflict of Interest; and
- agreed to be bound by the undertaking provided by it under and in terms hereof.
- The Competent authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Competent authority.

3.12 Right to reject any or all Proposals

- NPH reserves the right to accept in part or in full any Bid or reject any or more Bid(s) without assigning any reason or to cancel the Biding process and reject all Bids at any time prior to Empanelment, without incurring any liability, whatsoever to the affected Bidder or Bidders.
- NPH is not bound to award work to every empaneled agency. The proposals being invited are non-binding and without any commitment of award of work.
- Without prejudice to the generality of Clause 2.8.1, the Competent authority reserves the right to reject any Proposal if:
 - at any time, a material misrepresentation is made or discovered, or
 - the Applicant does not provide, within the time specified by the Competent authority, the supplemental information sought by the Competent authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened.

Applicants requiring any clarification on the RFP may send their queries to the Competent authority in writing by e-mail to reach before the date mentioned in the Schedule of Selection Process. The subject shall clearly bear the following identification:

Other Reasons for Disqualifications:

Even though the bidders meet all other qualifying criteria, they are subject to be disqualified if they have:

- (i) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements: and/or
- (ii) Have record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc; and/or

"Queries concerning for Empanelment of Agency for providing of vehicle on hire at Nagar Parishad, Hajipur"

- The Competent authority shall endeavor to respond to the queries within the period specified therein but not later than specified date as mentioned in Proposal Due Date. The Competent authority will post the reply to all such queries on the Official Website (www.NPH.bihar.gov.in).
- The Competent authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing shall be construed as obliging the Competent authority to respond to any question or to provide any clarification and under such conditions the provision under RFP shall prevail.

3.13 Amendment of RFP

- At any time prior to the deadline for submission of Proposal, the Competent authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Corrigendum / Amendment and posting it on the eproc2 website.
- All such amendments/corrigendum/addendums will be posted on www.eproc2.bihar.gov.in website and will be binding on all Applicants.
- To afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Competent authority may, in its sole discretion, extend the Proposal Due Date.

3.14 PREPARATION AND SUBMISSION OF PROPOSAL

3.14.1 Language

The Proposal with all accompanying documents (the "**Documents**") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

3.14.2 Format and signing of Proposal

- The Applicant shall provide all the information sought under this RFP. The Competent authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- The Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page. In case of printed and published Documents also each pages shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the "Authorized Representative") as detailed below:
 - by a partner, in case of a partnership firm and/or a limited liability partnership; or

- Empanelment of Agency for Providing of vehicles on hire at Nagar Parishad, Hajipur Area.
- by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or
- A copy of the Power of Attorney certified by a notary public in the form specified in Appendix given in this RFP shall accompany the Proposal.
- Applicants should note the PDD, as specified in this RFP, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Competent authority, and that evaluation will be carried out only based on documents submitted online by the closing time of PDD. Applicants will not be asked to provide additional material information or documents after the date of submission, and unsolicited material if submitted will be summarily rejected.

3.14.3 Technical Proposal

- Applicants shall submit the digitally signed technical proposal online at www.eproc2.bihar.gov.in in the formats at Appendix (the "Technical Proposal") on or before the date and time mentioned in this RFP.
- While submitting the Technical Proposal, the bidder shall ensure that:
 - i. The Bid Security/EMD is submitted as per the provisions laid down in this RFP.
 - ii. All forms are submitted in the prescribed formats and signed by the prescribed signatories.; Power of attorney, if applicable, is executed as per Applicable Laws;
 - iii. All eligibility criteria as per RFP.
 - iv. All annexure (Except financial proposal)
 - v. Others document sought in the RFP
- Failure to comply with the requirements spelt out in this above Clauses shall make the Proposal liable to be rejected.
- The Competent authority reserves the right to verify all statements, information, and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Competent authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Competent authority hereunder.
- In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Agency either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Competent authority without the Competent authority being liable in any manner whatsoever to the Selected Applicant or Agency, as the case may be.
- In such an event, the Competent authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed pre-estimated compensation and damages payable to the Competent authority for, inter alia, time, cost and effort of the Competent authority, without prejudice to any other right or remedy that may be available to the Competent authority.

4 Financial Proposal

- (i) The Financial Proposal shall be submitted online only and, in the formats, given at Appendix (the "Financial Proposal") clearly indicating the total cost in both figures and words, in Indian Rupees. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.
- (ii) While submitting the Financial Proposal, the Applicant shall ensure the following:
All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover overall cost for providing and services to NPH as per scope given in this RFP.
- a) The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- b) The Financial Proposal shall consider all expenses. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under the Financial Proposal.
- c) Costs shall be expressed in INR only.

5 Submission of Proposal

- (i) The Bidders shall submit the Technical Proposal and Financial Proposal online as per date and time mentioned in this RFP.
- (ii) The completed Proposal must be submitted online on or before the specified time on PDD. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained. Technical Proposal and financial proposal shall be uploaded on the www.eproc2.bihar.gov.in duly digitally signed.
- (iii) The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.
- (iv) The rates quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations of the bidder under the Agreement.

6 Proposal Due Date

6.1 Proposal should be submitted on or before the Proposal Due Date in the manner and form as detailed in this RFP.

6.2 The Competent authority may, in its sole discretion, extend the PDD by issuing an Addendum/corrigendum in accordance with Clause mentioned above uniformly for all Applicants.

7 Late Proposals

Proposals received by the Competent authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

3.20.6 Bid Security/EMD

- The Applicant/bidder shall furnish as part of its Proposal, a bid security of Rs. 200000.00 (Rupees Two lakh Only) (Refundable) to be paid through online at website

Empanelment of Agency for Providing of vehicles on hire at Nagar Parishad, Hajipur Area.
www.eproc2.bihar.gov.in The Competent authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

- The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Competent authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Competent authority as the mutually agreed pre- estimated compensation and damage payable to the Competent authority for, inter alia, the time, cost and effort of the Competent authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
 - If an Applicant engages in any of the Prohibited Practices.
 - If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time.
 - In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments after its selection.
 - In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in this RFP; or
 - If the Applicant is found to have a Conflict of Interest as specified in Clause given overleaf.

3.20.7 Performance Security

- The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Competent authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Competent authority as the mutually agreed pre-estimated compensation and damages payable to the Competent authority for, *inter alia*, the time, cost and effort of the Competent authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:
 - If an Applicant engages in any of the Prohibited Practices;
 - if the Applicant is found to have a Conflict of Interest as specified overleaf; and if the Selected Applicant commits a breach of the Agreement.
- An amount of 2,00,000/- in the form of BG shall be deemed to be the Performance Security for the purposes of this Clause, which may be forfeited and appropriated in accordance with the provisions hereof. The performance security should remain valid for the entire duration of contract.

7.1 EVALUATION PROCESS

a. Evaluation of Technical Proposals

- (i) Prior to evaluation of Proposals, the Competent authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
 - (a) the Technical Proposal is received in the form specified.
 - (b) it is received by the PDD including any extension thereof.
 - (c) it is accompanied by the Power of Attorney.
 - (d) it contains all the information (complete in all respects) as requested in the RFP.
 - (e) it does not contain any condition; and
 - (f) The Competent authority reserves the right to reject any Proposal, which is non-responsive,

Empanelment of Agency for Providing of vehicles on hire at Nagar Parishad, Hajipur Area. and no request for alteration, modification, substitution or withdrawal shall be entertained by the Competent authority in respect of such Proposals.

- (g) The Competent authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified in this RFP and the criteria set out in this RFP.

b. Evaluation of Financial Proposals

After the technical evaluation, the Competent authority shall prepare a list of pre-qualified Applicants for opening of their Financial Proposals. The Competent authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out based on the Least Cost Method.

Steps for Financial Bid Evaluation:

Once L1 rates are finalized by NPH on itemwise basis as per procedure defined in this RFP (LCS basis), L2, L3, L4, L5,

other bidders shall be given the option to match L1 rates and get empaneled with NPH. Final decision for empaneling the agencies and number of agencies who qualify and agree to the terms and will get empaneled will be of NPH.

(i) Applicants are advised that Selection shall be entirely at the discretion of the Competent authority. Applicants shall be deemed to have understood and agreed that the Competent authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

(ii) Any information contained in the Proposal shall not in any way be construed as binding on the Competent authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

c. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Competent authority in relation to matters arising out of or concerning the Selection Process. The Competent authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Competent authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Competent authority or as may be required by law or in connection with any legal process.

d. Clarifications

(i) To facilitate evaluation of Proposals, the Competent authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Competent authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

(ii) If an Applicant does not provide clarifications sought above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Competent authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such



Empanelment of Agency for Providing of vehicles on hire at Nagar Parishad, Hajipur Area.
interpretation of the Competent authority.

7.2 Negotiations

The lowest cost quoted bidder may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal but will be for re-confirming the obligations of the Agency under this RFP. Issues such as cost etc. shall be discussed during negotiations. The negotiations shall conclude with a review of amended draft contract and preparation of minutes of negotiation both of which shall be signed by the competent authority's' and the applicant's authorized representative. Final decision for empaneling the agencies who qualify and agree to the terms will be of NPH.

7.3 Award of Work

After the empanelment, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Competent authority to the any empaneled agency and the agency shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof; however, NPH is not bound to award work to every empaneled agency. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Competent authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre- estimated loss and damage suffered by the Competent authority on account of failure of the agency to acknowledge the LOA,. The order for the work to the empaneled agency shall be carried out through specific experience, out performance and suitability for the assignment. The discretion of NPH in this regard shall be final and binding.

7.4 Fraud and Corrupt Practices

- The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Competent authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Competent authority 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 Competent authority for, inter alia, time, cost and effort of the Competent authority, regarding the RFP, including consideration and evaluation of such Applicant's Proposal.
- Without prejudice to the rights of the Competent authority under above Clause hereinabove and the rights and remedies which the Competent authority may have under the LOA or the Agreement, if an Applicant or Agency, as the case may be, is found by the Competent 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 Applicant or Agency shall not be eligible to participate in any tender or RFP issued by the Competent authority during a period of 2 (two) years from the date such Applicant or Agency, as the case may be, is found by the Competent authority 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 hereinafter respectively assigned to them:
 - "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of

Empanelment of Agency for Providing of vehicles on hire at Nagar Parishad, Hajipur Area. anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Competent authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Competent authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical Agency/ adviser of the Competent authority in relation to any matter concerning the Project;

- “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Competent authority 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
- “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

7.5 PRE-PROPOSAL/PRE-BID CONFERENCE

- Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. The queries shall be submitted to the Competent authority via email on the email address as specified in this RFP and within the stipulated time. A maximum of two representatives of each Applicant shall be allowed to participate on production of an competent authority letter from the Applicant.
- During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions as per the queries submitted for consideration of the Competent authority. The Competent authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent, and competitive Selection Process.

7.6 MISCELLANEOUS

- The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Competent authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- The Competent authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection

- consult with any Applicant to receive clarification or further information.
- retain any information and/or evidence submitted to the Competent authority by, on behalf of and/or in relation to any Applicant; and/or
- Independently verify, disqualify, reject and/or accept all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Competent authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- All documents and other information supplied by the Competent authority or submitted by an Applicant shall remain or become the property of the Competent authority. The Competent authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- The Competent authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

7.7 Disqualification

NPH may at its sole discretion and at any time during the evaluation of Proposal, disqualify any bidder, if the bidder has:

- Submitted the Proposal documents after the response deadline.
- Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- Exhibited a record of poor performance such as doing as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
- Submitted a proposal that is not accompanied by required documentation or is non-responsive.
- Failed to provide clarifications related thereto, when sought.
- Declared ineligible by any Department or office of Government of any state for corrupt and fraudulent practices or blacklisted, terminated & debarred

Other Reasons for Disqualifications:

Even though the bidders meet all other qualifying criteria, they are subject to be disqualified if they have:

- (i) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements: and/or
- (ii) Have record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or

8 GENERAL CONDITIONS OF CONTRACT

8.1 Definitions

- “Applicable Law” means the laws and any other instruments having force of law in India as they may be issued force and in force from time to time.
- “Proposals” means proposals submitted by bidders in response to the RFP issued by NPH for “RFP for Empanelment of Agency for Providing of vehicle on hire at Nagar Parishad, Hajipur”.
- “Competent authority/Competent authority/NPH” means the Executive Officer, Nagar Parishad, Hajipur, Patna
- “Committee” means the committee formed for the evaluation of the proposals.
- “Agency” means any private or public entity or agency, which will provide the services to NPH under the contract.
- “Contract” means the Contract signed by the parties along with the entire documentation specified in the RFP
- “Day” means Calendar Day
- “Work /project” means providing different types of vehicles on hiring basis.
- “Effective date” means the date on which the contract comes into force and effect.
- “GCC” means General Conditions of Contract, specified in this Section of RFP
- “Government” means State Government.
- “NPH” means Nagar Parishad, Hajipur, 2nd Floor, Maurya Lok, Patna –800013, Bihar.
- “Services” means the work to be performed by the agency pursuant to the selection by NPH and to the contract to be signed by the parties in pursuance of any specific assignment awarded to them by NPH.
- Agency/Service Providers refers to Empanelment of Agency for providing of vehicle on hiring basis at Nagar Parishad, Hajipur for three for three years.

Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within 15 working days. The Selected Applicant shall not be

Empanelment of Agency for Providing of vehicles on hire at Nagar Parishad, Hajipur Area. entitled to seek any deviation in the Agreement. The competent authority is the Executive Officer. The Executive Officer/ Officials of the NPH authorized by the Executive Officer will sign the agreement on the behalf of Nagar Parishad, Hajipur.

8.2 Empanelment Duration:

The Empanelment duration is Two (2) years. Which may be extended for another one year with the approval of competent authority.

These general conditions shall apply to the extent that provisions in other parts of Contract do not supersede them. For interpretation of any clause in the RFP or Contract Agreement, the interpretation of NPH shall be final and binding on the agency.

8.3 Standards of Performance:

- The agency shall give the services and carry out their obligations under the Contract with due diligence, efficiency, and economy in accordance with generally accepted professional standards and practices. The agency shall always act in respect of any matter relating to this contract as faithful advisor to NPH. The agency shall abide by all the provisions/Acts/Rules etc. related to labour laws and tax laws prevalent in the country. The agency shall conform to the standards laid down in RFP in totality.
- Agency shall be responsible to comply with the provisions of various Labour Acts like Employees Provident Fund, Payment of wages Act/ Contract Labour (R &A) Act./ Bonus Act./ Minimum wages as per Govt. of Bihar etc. and the rules framed there under. Agency would do necessary deduction of PF/ESI Contribution/IT etc. from the concerned employee's wages.

8.4 Applicable Law

Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time. The contracts shall be interpreted in accordance with the laws of the Union of India.

8.5 Governing Language

The Contract shall be written in English Language. English version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English Language.

8.6 Subcontracts

No Subcontracting shall be allowed for this project without the prior approval of NPH competent authority.

8.7 Vehicle

- The agency shall provide different type of commercial vehicle which is attached in annexure as per need of the NPH.
- The number of vehicles may increase or decrease depending upon need of the corporation.

8.8 Assignments

The agency shall not assign the project to any other agency, in whole or in part, to perform its obligation under the Contract, without NPH's prior written consent.

8.9 Commencement of assignment

The agency should be able to supply the required vehicles within three days from the date of Letter of Acceptance, and depending upon need whenever additional vehicle is required, the agency shall supply forthwith when an order is placed upon it. If the Agency fails to commence the assignment as specified herein, the Competent authority may allocate the work to other empaneled agency. In such an event, the Bid Security of the that agency shall be forfeited and appropriated in accordance with the provisions of this RFP.

8.10 Payments

- NPH will pay the agency on monthly basis to the agency, against the invoices & Log book data.
- The service provider will raise its invoices on completion of services during the month and the invoices must be submitted to NPH till 7th day of the next month, along-with supporting documents duly signed by the driver as well as officer using the vehicle (Duty slip(s), Challan, Log book etc.).
- The payment shall be released after necessary verifications and deducting penalties (if any) upon submission of Invoice.
- The payment will be subject to TDS under Income Tax Act/Rules/GST Act/Rules (if applicable) and other statutory deductions as per applicable laws
- The rates/prices, quoted by the bidder/agency in the financial bid, as per **Annexure**, shall remain same for the entire duration of the contract.

8.11 Performance Assessment

- NPH shall carry out monthly review meeting of the empaneled list of bidders in which the services provided by agencies, compliances to the scope of work etc. shall be reviewed and the agency not complying with the tender terms shall be appropriately treated.

8.12 Modification Of Contract

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

8.13 Penalty

- Agency performance would be evaluated based upon applicable penalties deducted.
- The parameters will be used to assess the performance of the Service Provider and penalty will be applied as and when required.
- Notwithstanding, as contained otherwise, and besides above as the case may be, the penalties may be imposed for each occurrence as per the identified Key Performance Indicators (KPIs). The applicable penalty will be deducted from monthly invoice.

Sno	Parameters	Applicable Penalty
1	Failure in providing vehicles on time	Rs.100 per hour of delay
2	Failure in providing replacement vehicle	Rs.1000 per instance.

Empanelment of Agency for Providing of vehicles on hire at Nagar Parishad, Hajipur Area.

3	Misbehavior of the driver	Rs.500 for 1 st instance, 2 nd instance - replacement of the concerned driver.
4	Unclean vehicles	Rs. 500 per instance, along with replacement of the vehicle.

8.14 Suspension:

- NPH may, by written notice to agency, suspend all payments to the contractor hereunder if the contractor fails to perform any of its obligations under this contract including the carrying out of the services, provided that such notice of suspension.
- Shall specify the nature of failure
- Shall request the contractor to remedy such failure within a period not exceeding thirty (30) days after receipt by the agency of such notice of failure.

8.15 INSURANCE

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

8.16 Force Majeure

- Notwithstanding anything contained in the RFP, the agency shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.
- For purposes of this clause "Force Majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargos. The decision of NPH regarding Force Majeure shall be final and binding on the agency.
- If a Force Majeure situation arises, the agency shall promptly notify to NPH in writing, of such conditions and the cause thereof. Unless otherwise directed by NPH in writing, the agency shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

8.17 Termination

A. Termination for Default

- The NPH may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the service provider, terminate the Contract in whole or part:
- if the service provider fails to deliver any or all the services within the period(s) specified in the Contract, or within any extension thereof granted by the NPH pursuant or
- if the service provider fails to perform any other obligation(s) under the Contract.

- If the service provider, in the judgment of the NPH has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- For the purpose of this Clause:
 - "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;"
 - If the Service Provider fails to conform to the quality requirement laid down.
- B. In the event NPH terminates the Contract in whole or in part, NPH may procure the services, upon such terms and in such manner as it deems appropriate, and the service provider shall be liable to the NPH for any excess costs for such similar Services. However, the service provider's shall continues the performance of the Contract to the extent not terminated.
- C. If agency has not deposited statutory dues for the period exceeding 2 months.
- D. If any such compliant is received from any of reporting head, and the agency has not complied with it, within the term as specified in a query from NPH in this regard.
- E. Terminations for Insolvency
 - NPH may at any time terminate the Contract by giving written notice to the service provider, if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the service provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the NPH.
- F. Termination for Convenience
 - NPH by written notice sent to the agency/service provider 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 the NPH's convenience, the extent to which performance of the service provider under the Contract is terminated, and the date upon which such termination becomes effective. The services that are complete and ready for rendering within 30 days after the service provider's receipt of notice of termination shall be accepted by the NPH at the Contract terms and prices. For the remaining services, the NPH may elect:
 - To have any portion completed and delivered at the Contract terms and prices; and/or
 - To cancel the remainder and pay to the service provider an agreed amount for partially completed services and for services previously delivered by the service provider.
 - No amendment to this Contract shall be effective unless it is in writing and signed by duly authorized representative of both parties.
 - The contract shall be given subject to compliance by you of all applicable laws.

8.20 Debar/ Blacklist

Competent authority may either debar/blacklist the agency for fixed period if they fail to abide by any of the terms and condition stipulated in the RFP/contract on the following grounds, inter-alia.

1. Due to non-adherence to terms given in RFP/agreement.
2. Service work not satisfactory.

- Empanelment of Agency for Providing of vehicles on hire at Nagar Parishad, Hajipur Area.
3. If the agency becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
 4. If the agency involves in corrupt and fraudulent practices and accordingly criminal case would be filled against the agency
 5. If the agency fails to achieve the timeline as per RFP.
 6. If the agency fails to start work as per agreement.
 7. If the agency fails to produce the requisite documents /information during assessment at any stage.

8.21 Taxes and Duties

The agency shall fully familiarize themselves about the applicable Domestic taxes (such as GST etc.) on amount payable by NPH under the contract. The agency shall pay such domestic tax, duties, fees and other impositions (wherever applicable) levied under the applicable law.

8.22 Outstanding Dues

Any amount outstanding for any reason from the agency shall be recovered from the amount of their pending bills and the security deposit. If even after this recovery, any amount of recovery is pending interest at the rate of 18 % shall be recovered on it and the agency shall be fully responsible for that. If the company is compelled to resort to any legal proceedings in this respect, the expenditure incurred by the company for the legal proceedings shall be recovered from the agency.

8.23 Legal Jurisdiction

All legal disputes between the parties shall be subject to the Hajipur jurisdiction only.

8.24 Disputes:

In case of any dispute or difference arising between the competent authority and the agency relating to any matter arising out of connected to this agreement, the agency shall be required to approach to the Executive Officer, NPH, and he/she will decide the same within 15 days and so on. And in case the agency is dissatisfied with the said discussion the agency shall be required to approach to the Executive Officer, NPH within 30 days of the said decision and Executive Officer shall decide the same within 30 days, which shall be final and binding upon agency. If the agency is dissatisfied with the decision of the Executive Officer, NPH then only the agency shall be entitled to take recourse of LAW before any competent court in that regard. The arbitration shall be conducted as per arbitration & conciliation act 1996 amended time to time.

8.25 Notice

Any notice, request, or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communications addressed, or when sent to such party at the address mentioned in the project specific Contract Agreement.

X

9 SPECIAL CONDITION OF CONTRACT

9.20 Scope of Work:

Broadly the work under this RFP is to provide the commercial vehicles to Nagar Parishad, Hajipur on hire/rent as per requirements. Scope of work will be as under:

- The agency will provide the commercial vehicles as and when required.
- The vehicles must be registered under commercial category prevailing Motor Vehicles Act with comprehensive insurance cover for the vehicle.
- Agency must follow the provisions contained under the Motor Vehicle Act.
- All necessary taxes for operating the vehicle commercially should be fully paid and all necessary papers shall be provided in the vehicle as required by prevailing Motor Vehicles Act with comprehensive insurance cover for the vehicle.
- The vehicle must possess prevailing pollution clearance.
- The vehicles either should be new or less than five year old and in good running condition
- The vehicle shall be provided for day and night (24 hours) as required by NPH for all days regularly in a month. The agency shall provide vehicles as per requirement of the NPH and as and when required at a short notice (including early in the morning and late in the evening).
- The agency shall provide driver(s) between age group of 21 - 55 years and shall be in good health Possessing valid driving license for Commercial Light Motor Vehicles (LMVs)/ Commercial Vehicles and Well trained, well behaved, reasonably educated, conversant with traffic rules/regulations and city/intra state roads/routes as well as security instructions. The driver must possess a reasonably good working mobile. All concerned cost will be borne by the agency.
- The agency shall have the responsibility to keep the vehicles in proper order bearing all necessary expenses required for keeping the vehicles in smooth running condition such as fuel, lubrication oil, other consumables, repairs & replacements as well as usual service & maintenance including tyre and tube etc.
- The agency will also be required to furnish a certificate stating that the drivers proposed to be deployed bear good moral character **have no criminal case pending against him/her** and have valid Aadhar card.
- If any appointed driver by the agency is not found fit for the work, the NPH, shall communicate this to the agency and it will be the responsibility of the agency to replace the driver at the earliest.



Empanelment of Agency for Providing of vehicles on hire at Nagar Parishad, Hajipur Area.

- The drivers appointed by the agency/bidder, shall maintain the log book(s)/duty slips along with toll taxes/challans, of the travel for each day, and get the same signed and approved by the concerned officer/using officer in the NPH, on a daily basis. There should be no cut mark(s) or overwriting in the duty slip(s), challans. If found, so, the same shall be counter signed by the using officer/concerned officer in the NPH, else, such cut mark(s) or overwriting shall not be accepted by NPH.
- The Agency will ensure timely salary payment of these drivers of the vehicles provided by the agency.
- The recruited drivers of the Agency shall not be the staff/ or employee of NPH in anyway, nor can claim any advantage of it in any way or for any purposes whatever it may be.
- In case of breakdown of any vehicle, the Bidder shall replace the breakdown vehicle within one hour failing which NPH has the right to hire vehicle from any other sources at the expense of the agency.
- The quoted rates for hire charges/ month include cost of all lubricants, routine maintenance, toll-tax if any, including cost of spares etc. and any other incidental charges as may be required.
- NPH may allot the work among more than one empaneled agency. No claim will be admissible from any agency on it.
- The agency shall have to finish all the documents of registration and permits of the vehicles along with the driving license of the driver at the time of proving vehicle against the work order.



10 ANNEXURES

Annexure 1 – Format for Financial Bid (FINANCIAL PROPOSAL) on bidder letter head.

S.N.	Type of Vehicle	Rate in Rupees	
		Rate per Day Including Driver & all applicable taxes (Excluding Fuel)	
1.	Mahindra Scorpio, Marrazo /Maruti Ertiga		
2.	(Mahindra Scorpio-N/ Tata Safari Storm)-Diesel		
3.	Innova Crysta-Diesel/ Toyota Innova Hycross-hybrid		
4.	Mahindra Bolero		
5.	Mahindra Bolero pickup		
6.	Hyva truck		
7.	Tractor with trolley		
8.	tractor without trolley		
9.	Backhoe Loaders		
10.	Excavators		
11.	Tata magic pickup		
12.	Hydra Crane		
13.	sewer suction machine with Tractor		
14.	Super Sucker Machine		
15.	Compactor Vehicle Mounted on 16 Ton GVW Truck		
16.	JCB Breaker Machine		
17.	Sky lift machine		
18.	Road sweeping trucks (or street sweepers)		
19.	Vehicle motor jetting machine		
20.	Truck mounted fog cannon		
21.	Tata/Mahindra etc. Tipper		
22.	Water Tanker with trolley- 5000 Ltr.		

Note:

This offer submitted is unconditional.

Rates quoted by the bidder shall be valid throughout the empanelment period

Note-NPH competent authority can ask for price justification/breakup of price from the lowest financial quoted bidder.

Annexure 2 – Pre-qualification bid checklist

SI#	Checklist Items	Compliance (Yes or No)
1.	RFP Document fees	
2.	Earnest Money Deposit	
3.	Pre-Qualification Covering letter	
4.	<ul style="list-style-type: none">• Copy of Certification of Incorporation/Registration Certificate• PAN card with last three years ITR• GST registration	
5.	Audited financial statements for the last three financial years AND Certificate from the Statutory Auditor/ CA	
6.	Declaration of non-blacklisting (On stamp paper of Rs 100/-)	
7.	Power of attorney by Bidder (On stamp paper of Rs 1000/-)	
8.	Work Experience details and Self-certifications, as Applicable	
9.	Character certificate from DM/SSP not older than 6 months	



Annexure 3 – Pre- Qualification Bid Covering Letter

To,
Executive Officer,
Nagar Parishad, Hajipur,
Patna, Bihar

Date: dd / mm / yyyy

Subject: Empanelment of of Agency for Providing of vehicles on hire at Nagar Parishad, Hajipur

Ref: RFP No. <<.....>> dated <<>>

Dear Sir,

With reference to your "RFP for Empanelment of Agency for Providing of vehicles on hire at Nagar Parishad, Hajipur.

we hereby submit our Prequalification bid and Technical Bid for the same.

We hereby declare that:

- a) We hereby acknowledge and unconditionally accept that the NPH can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of Agency for providing services.
- b) We have submitted EMD of INR [] Crores and Tender fee of INR []
<<Financial Instrument details>>.
- c) We hereby declare that all information and details furnished by us in the Bid are true and correct to the best of our knowledge, and all documents accompanying such application are true copies of their respective originals.
- d) We agree to abide by our offer for a period of 180 days from the date of Submission of bid prescribed by NPH and that we shall remain bound by a communication of acceptance within that time.
- e) We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.
- f) In the event of acceptance of our bid, we do hereby undertake:
 - To supply the machinery and commence services as stipulated in the RFP document
 - To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.

Empanelment of Agency for Providing of vehicles on hire at Nagar Parishad, Hajipur Area.

- We affirm that the prices quoted are inclusive of design, delivery and discounts etc.
- g) We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- h) We understand that the NPH may cancel the bidding process at any time and that NPH is not bound to accept any bid that it may receive without incurring any liability towards the bidder.
- i) We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so

Incase of any clarifications please contact: _____, email, contact no. _____

Thanking you,
Yours sincerely,
(Signature of the Lead bidder) (Printed Name)

Designation
Seal Date: Place:
Business Address:



Annexure 4 – Brief Company Profile

S No.	Particulars	Description
1.	Name of Bidder	
2.	Legal status of Bidder (company, Pvt. Ltd., NGO etc.)	
3.	Main business of the Bidder	
4.	Registered office address	
5.	Incorporation date and number	
6.	GST No	
7.	PAN details	
8.	Primary Contact Person (Name, Designation, address, mobile number, fax, email)	
9.	Secondary Contact Person (Name, Designation, address, mobile number, fax, email)	
10.	EMD details	



Annexure 5- Annual Turnover of last 3 years

The financial turnover of the company must be provided as per the following table:

Annual Turnover details (certified)			
S No.	FY- 2022-23	FY- 2023- 2024	FY- 2024- 2025

***Copy of audited financial statements or declaration from the appointed statutory auditor to be provided as proof of the financial turnover

✶

Annexure 6– Declaration of Non-Blacklisting/Non termination/ Non Debarred

(To be provided on stamp Paper of Rs 100)

To,
Executive Officer,
Nagar Parishad, Hajipur (NPH), Vaishali,
Bihar, India
Place

Date

Subject: Self Declaration of not been blacklisted, terminated & debarred in Empanelment of Agency for Providing of vehicles on hire at Nagar Parishad, Hajipur

Ref: RFP No. <<.....>> dated <<>>

Dear Sir,

We confirm that our company or firm, _____, is currently not blacklisted, terminated & debarred in any manner whatsoever by any of the State or UT and or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(Signature of the Bidder)

Printed Name

Designation

Seal Date: Place:

Business Address:

Annexure 7 – Self-certificate for Project execution experience (In Bidding Entity's Letter Head)

This is to certify that < Name of the Bidding entity > has been awarded with < Name of the Project > as detailed under:

Name of the Project	
Client's Name, Contact no. and Complete Address	
Contract Value for the bidder (in INR)	
Current status of the project (Completed/Ongoing)	
Details of Task Assigned (N.B Only relevant activities as sought in the Criteria to be included)	
Value of Work completed for which payment has been received from the client.	
Date of Start	
Date of Completion	

(Authorized Signatory)

Signature:

Name:

Designation:

Bidding entity's name Address:

Seal and Date:

Annexure 8 – Bank Guarantee

Ref: Date
Bank Guarantee No.
<Name>
<Designation>
<Address><Phone Nos.><Fax Nos.>
<Email id>

Whereas, <<name of the supplier and address>> (hereinafter called "the supplier") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<Name of the assignment>> to Nagar Parishad, Hajipur (hereinafter called "the NPH")

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head/registered office at

<Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the System Integrator shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>) notwithstanding anything contained herein:

- Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).
- This bank guarantee shall be valid up to(<Insert Expiry Date>)
- It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

Date

Empanelment of Agency for Providing of vehicles on hire at Nagar Parishad, Hajipur Area.

Place

Signature

Witness

Printed name

(Bank's common seal)



Annexure 9 –Format for Power of Attorney to Authorize Signatory

POWER OF ATTORNEY (On stamp paper of Rs 1000/-)

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney.]

We, M/s. _____ (name of the firm or company with address of the registered office) hereby constitute, appoint and authorize Mr. or Ms. _____ (Name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our RFP for the Project (name of the Project), including signing and submission of the RFP response, participating in the meetings, responding to queries, submission of information or documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into with_(Client) and thereafter till the expiry of the Project Agreement.

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

Dated this the __ day of __ 2025 (Signature and Name of authorized signatory)

(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company)

Seal of firm Company

Witness 1: Witness 2:

Note: The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Annexure- For non-investigation, vigilance proceeding, prosecution, or criminal litigation initiated by any Government or statutory authority (To be provided on the Company letter head & notarized affidavit)

"I do hereby declare and affirm that I have not been subject to any investigation, vigilance proceeding, prosecution, or criminal litigation initiated by any Government or statutory authority, and that no such proceeding is pending against me as on date."

(Signature of the Bidder)

Printed

Name

Designati

on Seal

Date:

Place:

Business Address:

