

## Real Estate Regulatory Authority, Bihar

6<sup>th</sup> Floor, Bihar State Building Construction Corporation Campus Hospital Road, Shastri Nagar, Patna 800023. **E-Mail:** rerabihar@gmail.com

## Request for proposal (RFP)

For

HIRING OF VEHICLE SERVICES



#### **Invitation for Bids**

Real Estate Regulatory Authority, Bihar (RERA, Bihar) invites sealed bids, under two envelop system, from eligible bidders for Hiring of Vehicles services. Interested eligible bidders may obtain further information from the office of Real Estate Regulatory Authority, Bihar (RERA, Bihar), 6<sup>th</sup> Floor, Bihar State Building Construction Corporation Campus Hospital Road, Shastri Nagar, Patna 800023

Bids are invited for the work/ contract mentioned here under:

S No.	Particular	Description
1.	Scope of Work	HIRING OF VEHICLE SERVICES
2.	Pre-Bid Meeting	On 23.08.2024 at 04.00 PM
3.	Last date for submission of Bid	On <b>12.09.2024</b> up to 4.00 PM
4.	Date of opening of technical bid	On <b>12.09.2024</b> at .4.30 PM
5.	Bid security	Rs 25,000/- (Rs. Twenty-five thousand only) in the form of Demand Draft in favor of the Real Estate Regulatory Authority, payable at Patna
6.	Place of opening of bids	6th Floor, Bihar State Building Construction Corporation Campus Hospital Road, Shastri Nagar, Patna 800023.
7.	Address for	Real Estate Regulatory Authority, Bihar (RERA, Bihar) 6th Floor, Bihar State Building Construction Corporation Campus Hospital Road, Shastri Nagar, Patna 800023

<sup>\*</sup>Any future Corrigenda/Information shall be posted only on our website: https://rera.bihar.gov.in

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#### Letter for Submission of Bid

Data	4						2017	
Date	J.					,	2017.	

To

## Office Administrator,

Real Estate Regulatory Authority

6th Floor, Bihar State Building Construction Corporation Campus Hospital Road, Shastri Nagar, Patna 800023

Ref: -RFP for Hiring of Vehicle Services.

Dear Sir,

Having examined the Bid document relating to above mentioned Bid as detailed in your Bid, Conditions and scope of work etc, and having understood the provisions and requirements relating to the development and all other factors governing the Bid, we here by submit our offer relating to the above mentioned Bid in accordance with terms and condition, and confirm our acceptance to execute the order within the time period specified in the Bid document at the rates quoted by us in the accompanying Technical & Financial Bid.

If, however, we fail to complete the work as per the order after the Bid document is accepted, we agree that Real Estate Regulatory Authority, Bihar shall have full authority to forfeit the Bid Security and cancel our order with no obligation on their part.

We confirm having deposited Bid Security of Rs ....... by Demand draft No......dated ......drawn on...... Bank ...... Bank are as per annexure attached.

We further confirm that: -

- i. We have successfully executed orders of similar nature and we have sufficient experience and financial strength in handling orders of this value.
- ii. We have sufficiently well-qualified manpower and necessary materials and after sales support to execute the order efficiently in the specified time schedule.
- iii. The quoted rates shall be valid till the completion of the order and or as per terms and conditions.
- iv. We further confirm that all chapters of the Bid documents have been read, understood and signed and there is no deviation / discrepancy

Signature of the Bidder With stamp and date

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Bid No RERA/HiringVehicle/26/2024/609 Date 12.08.2024

Time & Date of submission of technical bids Up to 4.00 PM on 12.09.2024

Time & Date of opening of technical bids: 4.30 PM on 12.09.2024

## **INSTRUCTIONS TO THE BIDDERS**

#### 1. Definitions

- (i) "The Purchaser' means the **Real Estate Regulatory Authority, Bihar** (RERA, Bihar).
- (ii) "The bidder" means the individual or firm who participates in this bid and submits bid
- (iii) "The supplier" means a person supplying the goods/Services under the contract. A person may include an individual, a company, a LLP, a Partnership Concern or Sole Proprietorship firm in the business of supply of goods/services under the bid.
- (iv) "The contract price" means the price payable to the supplier under the Purchase order for the full and proper performance of its contractual obligation

#### 2. Bid document

## 2.1. The bid document consists of the following -

- (i) Notice inviting Bid/s
- (ii) Instructions to the bidder
- (iii) Terms and conditions of the Bid
- (iv) Technical bid format
- (v) Scope of Work and Conditions
- (vi) Financial bid (price schedule)
- 2.2. The bidder(s) is/are expected to examine all instructions, forms and terms & conditions contained in the bid document. Failure to furnish all information required as per the bid document or submission of bid not substantially responsive to the bid documents in every respect will result

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in rejection of the bid.

### 3. Documents/Certificates

The bidders are required to submit technical bid, amount of bid security with forwarding letter i.e. T-1 and prescribed format as **Annexure I** i.e. T-2, enclosing therewith self-attested photocopies of following documents (**Documents in original may be asked to produce for verification before award of contract**), failing which their bids will be summarily rejected and will not be considered any further:

- (a) Registration Certificate as per existing norms (indicating the legal status company/Limited Liability Partnership/partnership firm/Sole proprietorship concern, etc.)
- (b) Copy of PAN Card;
- (c) Copies of Income Tax Return filed any three financial years out of last five years.
- (d) Proof of experience in carrying out the work having run at least Ten vehicles in single year. to Government Departments (Copies of proof should be enclosed in **Annexure-II**)
- (e) Copies of evidence of having received the payments of work there of in support of experience as mentioned above in (d), audited A/c Statements i.e. Balance sheets and Profit & Loss A/c for any three financial years out of last five years as a proof for turnover.
- (f) Service Tax Registration certificate and copy of recent return submitted.
- (g) Declaration regarding blacklisting or otherwise. (Annexure-III)

#### 4. Clarification on Bid Documents

4.1 A prospective bidder requiring any clarification on the Bid Documents should submit to the Office Administrator, Real Estate Regulatory Authority, Bihar, 6th Floor, Bihar State Building Construction Corporation Campus Hospital Road, Shastri Nagar, Patna in writing Such requests for clarifications, should be sent not later than original or extended deadline for Pre bid meeting. explanation of the query will be uploaded on to Real Estate Regulatory Authority, Bihar website https://rera.bihar.gov.in for the benefit of all the prospective bidders.

4.2 Any clarification issued by the Purchaser in response to query

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raised by prospective bidders shall form an integral part of bid document and shall also be uploaded on the website.

#### 5. Amendment of Bid Documents

- 5.1. At any time prior to the deadline for submission of bids, the Purchaser may for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidder, modify the Bid Documents by amendment. The amendment will be uploaded on Real Estate Regulatory Authority website: <a href="https://rera.bihar.gov.in">https://rera.bihar.gov.in</a> for the benefit of all the prospective bidders.
- 5.2 In order to give prospective bidders reasonable time for taking an amendment in to account in preparing their bids, the **Office Administrator, Real Estate Regulatory Authority, Bihar** may, at his discretion, extend the deadline for the submission of bids.

## 6. Rejection of incomplete and conditional bids

The incomplete and conditional bids will be rejected. Quoting unrealistic rates will be treated as disqualification.

### 7. Non transferability

This Bid is nontransferable.

8. Minimum eligibility criteria

8.	Minimum eligibility criteria				
S.N.	Minimum Eligibility Criteria	Supporting Evidence Required			
1	The Bidder must be a legally constituted Proprietary firm, Partnership firm, Limited Liability partnership, Private Limited Company or Corporate Body.	Incorporation/Registration Certificate.			
2	The bidder should have an average annual turnover of not less than Rs. 25 lacs in last three financial years (FY2020-2021, FY2021-2022, F.Y. 2022-23).	Financial Statements/ITRs			
3	The bidder should have minimum three years of experience of successfully executing similar type of work (that is, having run at least ten vehicles in a single year) for which bid is submitted to the Departments/Ministries/PSUs/Societies/Statutory bodies under Government of India or Government of Bihar.	Details to be furnished in Annexure II			
4	The bidders should have Minimum 5 commercial number vehicles of similar type for which bid is submitted, registered in their own name or having agreement done with the owner of such vehicle (Vehicle More than 1 year old as on 31 July 2024 will not be considered) The bidders Must have Registration, Insurance and Permits of vehicles owned and driving licenses of the drivers	Details to be furnished Attach, relevant documents			
5	The bidder shall not be blacklisted with any	A Self-Declaration on			



	of the Government agencies at the time of bidding.	company's letter head signed by authorized
		signatory to be submitted.
6	PAN & GSTIN Registration	Registration Certificate to be provided

## 9. Language of Bid

The bid prepared by the bidders and all correspondence and documents relating to the bid exchanged by the bidder with the Purchaser shall be written in English only.

## 10. Documents comprising the bid

The bids prepared by the bidder shall comprise (i) technical bid and (ii) the financial bid.

- (i) The technical bid should be sealed in a separate cover and superscribed "Hiring of Vehicle Services" containing two sealed envelopes number T-1. (containing Bid security with forwarding letter) and T-2. (Containing Annexure I along with all required formats and documents) All the information/ documents sought should be provided with the technical bid. The documents / information sought should be in the same serial order as given in the technical bid.
- (ii) The financial bid shall specify the rates / prices in the format (F-1 and F-2) shown in the financial bid/price schedule and shall be in a separate envelop superscribed "Hiring of Vehicle Services- F-1 in one envelop and F-2 in another.
- (iii) Envelops Technical and Financial Bids together be placed in one packet superscribed. " Hiring of Vehicle Services ".

N.B. All the documents submitted in the bid must be legible and self-attested. Otherwise, the bid shall be rejected

#### 11. Bid Prices

a) The rates/ prices should be quoted in Indian Rupees only in words

as well as figures, Inclusive of all charges etc. (if any as per the financial bid, F-I/F-II)

- b) Only one price should be quoted for each item.
- c) Rates/ prices should remain fixed during the entire period of the contract. and shall not be subject to variation. No claim for compensation or loss due to fluctuations or any other reasons will be entertained. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- d) Before the expiry of the contract period the validity of the rates may be extended for further more period, if mutually agreed on the similar terms and condition
- e) In general, the rate may be considered as per lowest rate. The decision of the three men committee will be final for evaluation of financial bids.

## Bid Security

Bid Security of Rs 25,000/- (Rs. Twenty five thousand only ), in the form of demand draft from any scheduled bank drawn in favour of "Real Estate Regulatory Authority" payable at Patna shall accompany the bid .

- 13.1 Bid Security shall remain valid for a period of 90 days beyond the final validity period of bids (120 days).
- 13.2 A bid received without Bid security shall be rejected as non-responsive at the Technical bid opening stage and returned to the bidder unopened therefore demand draft for the bid security must accompany/the forwarding letter submitted with bids (T-1).
- 13.3 Bid Security for lesser amount/Bid Security not submitted in the manner prescribed here will be rejected and returned to the bidder.
- 13.4 The submission of Bid Security is compulsory for all the Bidders and no exemption will be granted for submission of Bid Security in any case.
- 13.5 The Bid security of the unsuccessful bidders will be discharged / returned to them within 30 days after finalization and award of the contract without any interest.
- 13.6 Furthermore, bid security may be forfeited:

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- (a) If a bidder withdraws his bid during period of bid validity specified in the bid document
- (b) In the case of successful bidder, if the bidder fails to:
  - (i) Sign the contract/Agreement.
  - (ii) furnish the Performance security within the specified time in the document.

## 13. Period of validity of bids

The bid shall remain valid and open for acceptance for a period of 120 days from the last date fixed for receiving the same. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

## 14. Signing of the bids

- 13.7 The bid shall be typed or printed. All pages of the bid document shall be numbered consecutively and shall be signed by the bidder as proof of having read the contents therein and in acceptance thereof.
- 13.8 All entries in the bid form should be legible and filled clearly. If the space for furnishing information is not sufficient, separate sheet duly signed by the authorized signatory may be attached.
- 13.9 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case corrections shall be signed by the person / persons signing the bid.

## Submission of Bid Sealing, Marking & Submission

- 15.1 The bid shall be submitted in accordance with the procedure detailed herein.
  - (i) Specified documents shall be enclosed in separate sealed envelope of appropriate size which shall be sealed.
  - (ii) **Envelope No. T-1** Shall contain the bid security along with a covering letter.
  - (iii) **Envelope No.T-2** Shall contain all the information and documents in the same serial order as shown in the technical bid (Annexure-I) A covering letter also may accompany the technical bid.
  - (iv) Envelope No. F-1 and F-2 shall contain the rates / prices of the vehicles of category 'A' and category 'B' respectively duly filled

in (schedule of rates) and signed and stamped (as financial Bid). The bidder must fill up quoted price against each item in the spaces provided in the respective columns along with a covering letter.

N.B. Price should not be indicated in any of the documents enclosed in envelope T-1 and / or T-2/. Financial bids (F-1 and F-2, both) should be submitted separately, in prescribed form in the sealed envelopes.

All the above envelopes shall be Superscribed "Bid for Hiring of Vehicle Services". Bid No xxxxxxxxx Time and Date of opening of Technical Bids 4.30 PM on XXXXXXXXX and shall be sealed in a large envelope (large envelope also should bear the name of the work bid number, due date and time of opening) and addressed to Office Administrator, Real Estate Regulatory Authority, Bihar 6th Floor, Bihar State Building Construction Corporation Campus Hospital Road, Shastri Nagar, Patna 800023, and must reach on or before last date of submission of bid.. If the date on which the Bid is opened for acceptance is declared to be a holiday, the bids shall be deemed to remain open for acceptance till the next working day by specified time for earlier date.

- 15.1 Bids should be sent either by hand, or through Registered Post / Speed Post at the address mentioned above.
- 15.2 All the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened, if required.
- 15.3 The bidder shall seal the bid either with lah/Chapra or taping it on all required places of envelops and signed thereon.

## 16. Deadline for submission of bids

- Authority, Bihar 6th Floor, Bihar State Building Construction Corporation Campus Hospital Road, Shastri Nagar, Patna 800023 on or before the prescribed date and time. Bidder should note that the bid received after due date and time due to postal delay will not be considered eligible for consideration.
- 16.2 Office Administrator, Real Estate Regulatory Authority, Bihar, may, at his discretion, extend the deadline for submission of bids through the issuance of an amendment for the reasons mentioned therein in which

- case all rights and obligations of the Purchaser and the bidders previously subject to the deadlines shall thereafter be subject to the new deadline as extended.
- 16.3 The responsibility for submission of the bids in time would rest with the bidder. For Postal delays or for any other cause late submission will not be condoned.
- 16.4 Bids received, if any, by the Purchaser after the prescribed deadline/extended deadline for submission will be returned unopened to the bidder.

## 17 Modification and withdrawal of bids:

- 17.1 The bidder may modify or withdraw his bid after submission, in writing provided that the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for opening of Technical Bids.
- 17.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched as required in the case of bid submission A withdrawal notice may also be sent by mail but followed by a signed confirmation copy by post which should be received by the Purchaser before the deadline for submission of bids
- 17.3 Subject to clause 17 no bid shall be modified subsequent to the deadline for submission of bids.

## 18 Bid Opening and Evaluation

## Bid Opening (Specified for each package)

18.1 Envelop No. T-1 containing the bid security shall be opened by a three men Committee of Real Estate Regulatory Authority, Bihar at the time & date prescribed, in the presence of the bidders or their representatives duly authorized by the bidder who wish to be present. If the Bid Security is not found in prescribed mode, the bid shall be summarily rejected. The representatives are required to bring photo identity card issued by the bidder and also a copy of the authorization as given in the Annexure. IV

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- 18.2 **Envelop No. T-2** containing the technical bid with all annexure shall then be opened Bids of, those bidders whose Bid security is found as prescribed shall be numbered serially by three men Committee. The bidder's names, documents submitted/ not submitted and such other details as the three men Committee, at its discretion may consider appropriate shall be announced at the bid opening.
- 18.3 The Technical Bid Evaluation committee, shall examine/evaluate the technical bids to determine whether they (i) fulfill the eligibility criteria, (ii) submitted the requisite documents (iii) meet the terms and conditions specified, (iv) complied with all the instructions contained therein, etc.. For the purpose of this clause a substantially responsive bid is one which conforms to all the terms and conditions of the bid document etc. without material deviation.
- 18.4 The **financial bids** of only technically Responsive (qualified) bidders, will be recommended for opening and consideration by the evaluation Committee. The said Committee will evaluate the bids to determine whether (i) bids are complete in all respects and substantially responsive (ii) the requisite bid securities have been furnished; (iii) the bids have been properly signed and stamped; and (iv) the bids are generally in order.
- 18.5 **Envelop No.F-I/F-II:** Containing the sealed price bid of bidders whose bid is found to be responsive in technical evaluation shall be opened at a subsequent date notified in advance by RERA, Bihar at its website.
- 18.6 Only summary of prices quoted by the bidders will be read out;
- 18.7 At any stage of bidding process, if it is found that any clause of this bid document is contradicting any other clause, it will be interpreted in the interest/ favour of the Purchaser.

## 19 Process to be confidential

19.1 After the public opening of bids, information relating to the examination, clarification, evaluation and comparisons of bids and recommendations concerning the award of contract shall not be

disclosed to bidders or other persons not officially concerned with such process.

19.2 Any effort by the bidder to influence the Purchaser or members of the technical evaluation committee or three men committee in the process of examination, clarification, evaluation and comparison of bids and decision concerning award of contract may result in the rejection of the bidder's bid.

### 20 Clarification of Bids

To assist in the examination, evaluation and comparison of bids, the Purchase committee may ask bidders individually for clarification of their bids, including breakdowns of unit prices. The request for clarification and the response shall be in writing or e mail or Fax, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction or arithmetical errors discovered during the evaluation of the bids in accordance with Clause 22 hereof.

## 21 Determination of Eligibility & Responsiveness

- 21.1 The Three men Committee will determine whether the bid is substantially responsive to the requirements of the Bid documents. For the purpose of this clause, a substantially responsive bid is one which conforms to all the terms & conditions and specifications of the bid documents without any deviation or reservation.
- 21.2 A bid which in relation to the cost estimates of the Real Estate Regulatory Authority, Bihar is unrealistically priced and which cannot be substantiated satisfactorily by the bidder may be rejected as non-responsive.

## 22 Evaluation and Comparison of Bids

22.1 Only such of the bids as have been found to be substantially responsive to the requirements of the bid documents, , will be evaluated. Other non-responsive bids will be rejected.

- 22.2 Bidders shall note that no preference of any nature will be given to any Bidder notwithstanding any custom, usage or instructions to the contrary
- 22.3 Evaluation of the bids will take into account, in addition to the bid amounts, the following factors;
  - 22.3.1Arithmetical errors corrected in accordance with Clause 25.2
  - 22.3.2Such other factors as may be considered to have a potentially significant impact on contract execution price and payments
- 22.4 Offers, deviation and other factors, which are in excess of the requirements of the bid documents or otherwise result in the accrual of unsolicited benefits to the Purchaser, shall not be taken into account in bid evaluation.

### 23 Technical evaluation.

- 23.1 Purchaser shall evaluate the technical bids to determine whether they are complete, whether documents have been furnished, properly signed and whether the bids are generally in order..
- 23.2 Prior to financial evaluation, pursuant to clause 25, the Purchaser will determine the substantial responsiveness of each bid to the bid document.
- 23.3 A bid determined as not substantially responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non conformity
- 23.4 The Technical Evaluation of the bids, will be carried out as per clause 18.

# 24 Financial Evaluation and comparison of substantially responsive technical bids

24.1 The purchaser shall shortlist those who are eligible and submitted substantially responsive technical bids for opening of financial bid. Successful technical responsive bidders would be called to be present during opening of financial bids. The financial bids of unsuccessful

bidders would not be opened.

- 24.2 Bids determined to be substantially responsive will be checked for any arithmetical errors in computation and summation. Errors will be dealt as follows:
  - 24.2.1 Incorrectly added totals will be corrected;
  - 24.2.2 In case there is any inconsistency between the rate and the value extended (after multiplication with the Bid quantity, the rate quoted shall prevail);

If a bidder does not accept the correction of errors as outlined above, his bid is liable for rejection.

24.3 The purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

## 25 Contacting the Purchasers.

- 25.1 Subject to clause 20 (clarification of bids) no bidder shall try to influence the Purchaser on any matter relating to the bid, from the time of the bid opening till the time contract is awarded.
- 25.2 Any effort by the bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

#### 26 Award of Contract

#### **Award Criteria**

The contract shall be awarded with the final approval of the Chairperson to the bidder whose bid has been determined to be eligible and to be substantially responsive to the bid documents and who has offered the lowest evaluated responsive bid.

## 27 Right to accept / reject any or all Bids

Notwithstanding contained in the RFP administrator, Real Estate Regulatory

Authority, have right to accept or reject any bid including the lowest or to cancel the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for the said action.

#### 28 Notification of Award

- 28.1 Prior to the expiration of the prescribed period of bid validity, the **Administrator**, **Real Estate Regulatory Authority**, **will** notify the successful bidder.
- 28.2 The notification of award will constitute the formation of the contract/Agreement
- 28.3 Upon furnishing of Performance Security Deposit by the successful bidder in accordance with the provisions of Clause 4 of Terms & Conditions of the Bid, **REAR**, **Bihar will** promptly notify the unsuccessful bidders that their bids have been unsuccessful.

## 29 Signing of Agreement

Upon the receipt of the notification of award by the successful bidder, the successful bidder shall fill the Agreement (Annexure V) in accordance with the terms and conditions included in the Bid Document and submit the same to the Office Administrator, Real Estate Regulatory Authority, Bihar within a week of the date of receipt of notification of award

#### 30 Annulment of the Award

- 30.1 Failure of the successful bidder to comply with any of the requirements shall constitute sufficient ground for the annulment of award and forfeiture of the bid security in which event the Purchaser may make the award to second lowest evaluated responsive bidder(L2) at the discretion of the Purchaser or call for new bids. If L2 Bidder refuses, the offer of award may be passed on to the next lowest bidder accordingly.
- 30.2 Purchaser reserves the right to disqualify the supplier for a suitable period who habitually fail to supply the services in time. Further, the suppliers whose services do not perform satisfactorily may also be disqualified for a suitable period as decided by the Purchaser, in

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addition to forfeiture of Performance Security.

30.3 Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient grounds acceptable to the purchaser.

## HIRING OF VEHICLE SERVICES FOR REAL ESTATE REGULATORY AUTHORITY

Bid No RERA/HiringVehicle/26/2024/ 609 Date 12.08.2024

Time & Date of submission of technical bids: Up to 4.00 PM on 12.09.2024

Time & Date of opening of technical bids: 4.30 PM on 12.09.2024

## **TERMS AND CONDITIONS OF THE BID**

## 1. Application

The general conditions shall apply in contracts made by the Purchaser for the procurement of Services.

#### 2. Standards

2.1 The services supplied under this contract shall conform to the standards prescribed specifications mentioned there against the services in the financial bid.

## 3. Period of contract

The duration of assignment shall be **12 (Twelve) months**, and extendable for further period as decided by RERA, Bihar based on performance of the agency and requirement of RERA, Bihar with mutual consent of both parties

## 4. Performance Security Deposit (PSD).

4.1 The Success bidder will furnish within 7 days of the issue of Letter of Acceptance (LOA), performance security in form of Bank draft or Unconditional Bank Guarantee from any nationalized or scheduled commercial Bank in India in favour of "Real Estate Regulatory Authority, Bihar" payable/on-cashable at Patna, for an amount equivalent to 10% (Ten percent) of the Total contract value for 12 months, Performance Security should be valid for a period of six (6) months beyond the

stipulated date of completion of services. The Bank Guarantee will be released after six months of successful completion of the assignment

4.2 Performance security can be withheld or forfeited in full or in part in case the work order is not executed satisfactorily within the stipulated period as per the terms of the contract.

### 5. Liquidated damages

If supplier fail to deliver the services within the period prescribed for delivery, the purchaser shall be entitled to recover the damage at the rate of 0.5% of the order value per work or 0.5% of the value of the work for which the delivery is delayed for each week of delay, as the case may be, subject to a maximum of 10% of the order value with the concurrence of the purchase committee.

#### 6. Force Majeure.

Neither party shall bear responsibility for the complete or partial nonperformance of any of his obligations (except for failure to pay any sum which has become due on account of supply of services under the provisions of the present Purchase Order/Contract) if the non-performance results from such force majeure circumstances such as, flood, fire, earthquake, civil commotion, sabotage, explosion, epidemic, quarantine restriction, strike, lock-out, freight embargo, Acts of the Government either in its Sovereign or Contractual capacity, hostility, acts of public enemy and other acts of God as well as war or revolution, military operation, blockade, acts or actions of State authorities or any other circumstance beyond the control of the parties that have arisen after the conclusion of the present Purchase Order/Contract.

- (a) In such circumstances, the time stipulated for the performance of an obligation under the Purchase Order/Contract may be proportionately extended.
- (b) The party for whom it has become impossible to meet the obligation under this Contract due to force majeure condition will notify the other

party in writing not later than twenty one days from the date of commencement of the unforeseeable event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform his obligations under the Purchase Order/Contract as far as Practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

- (c) Any certificate issued by the Chamber of Commerce or any other competent authority or organization of the respective country shall be sufficient proof of commencement and cessation of the above circumstances.
- (d) In case of failure to carry out complete or partial performance of an obligation for more than sixty days, either party shall reserve the right to terminate the Contract totally or partially. A prior written notice of 30 days to the other party will be given informing of the intention to terminate without any liability. This is exclusive of any damages as provided in this agreement.

#### 7. Termination for Default

- 7.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part, if
  - the supplier fails to deliver any or all the items/services within the time period(s) specified in the Purchase order (P.O.), or any extension thereof granted by the purchaser;
  - (b) the supplier fails to perform any other obligation(s) under the Contract; and the supplier, in either of the above circumstances, does not remedy his failure within a period specified by purchaser, after receipt of the default notice from the purchaser.
- 7.2 In the event the purchaser terminates the contract in whole or in part pursuant to para 7.1, the purchaser may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar services. However, the supplier shall continue the performance of the contract to the extent not terminated.



### 8. Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving written notice to the supplier, without compensation to the supplier, if the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

#### 9. Set Off

Any sum of money due and payable to the bidder (including Performance Security Deposit refundable to him) under this contract may be appropriated by the purchaser or any other person(s) contracting through the Purchaser and set off against any claim of the Purchaser or such other person or person(s) for payment of sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or or such other person(s) contracting through the - State Appellate Authority.

### 10. Settlement of disputes

All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the **Chairperson**, **Real Estate Regulatory Authority** or any person nominated by him. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with the consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.

#### 11. Mode of Payment.

11.1 Payment against Bill / Invoice shall be released only after execution of the work order satisfactorily and the quality of the service are found to the satisfaction of the RERA ,Bihar. Payment will be made direct to the supplier through A/c payee cheque/Bank Advice only within 10 days of submission of Bill.

11.2 No request for any other mode of payment will be entertained.

## 12. Change in quantity.

Quantity under work given in the bid is approximate. It may vary up to 30 percent of the bid value.

### 13. Agreement.

The selected bidder on his own cost should sign an agreement with the Real Estate Regulatory Authority, Bihar as per the specimen (Annexure .......V). The other details in the specimen agreement will be added as per the aims and objective of the work, Terms and conditions and other clauses of this bid document.

## 14. Purchaser's Rights

- 14.1 The Real Estate Regulatory Authority reserves the right to accept/reject any or all the Bids in whole or in part or annul the bidding process without assigning any reason whatsoever.
- 14.2 The Real Estate Regulatory Authority reserves the right to award the contract to more than one successful Bidder.
- 14.3 The Real Estate Regulatory Authority reserves the right to relax/withdraw/clarify any of the terms and conditions mentioned in the Bid Document so as to overcome any problem encountered during the selection of the bidders and also during the course of the execution of the contract.
- 14.4 If a bidder after award of the contract violates any of the terms and conditions or fails to honor its commitment in the bid without sufficient grounds acceptable to the purchaser and within reasonable time, it shall be liable for penal clause and/or blacklisting for a suitable period. Bid security/performance security shall also be forfeited.

## 15. Delivery

15.1 The delivery of the services has to be as per schedule of delivery. However, Real Estate Regulatory Authority reserves the right to change the above schedule of supply/services depending upon their urgent requirement especially during an event or occasion, any Budgeted

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activity under any component/section.

15.2 The Inspection Team of Real Estate Regulatory Authority constituted by Secretary, Real Estate Regulatory Authority, for this purpose, shall inspect the items/work on receipt to examine whether the items supplied/ work done are in conformity with the specified in terms of quality, and suitability of utilization. In case the inspection team rejects the consignment/work for not conforming to the approved quality the supplier has to replace the consignment ensuring conforming to the approved quality within the given time.

## 16. Penalty for substandard / inferior quality.

- 16.1 If it is found on inspection that service provided by the supplier is of substandard quality and not conforming to the required specifications, the supplier will not only have to re do the work with specified standard but they will also be liable to penalty clause or /and may be blacklisted and bid security/performance security will be forfeited.
- 16.2 If the bidder does not supply the items/ does not perform within the stipulated period as may be indicated. in the Purchase order, Purchaser reserves the right to arrange the supply from another source and the bidder will have to reimburse the additional expenditure, if any, incurred by the purchaser of the purchaser may appropriate the additional expenditure out of the amount of Performance security deposited by the bidder.

## 17. Validity of rates.

Rates quoted should be valid for **12 months** from the date of signing of the contract. Bids quoting the rates valid for periods less than 12 months will be considered non responsive, however before the expiry of the contract period/ the validity of the rates may be extended for further period on same rates on similar terms and conditions, if mutually agreed.

## 18. General/Others.

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- 18.1 In no circumstances, the supplier shall appoint any sub-supplier or sublease the contract. If it is found that the supplier has violated these conditions, the order will be terminated forthwith without any notice and Performance Security Deposit will be forfeited.
- 18.2 The bidders will be bound by the details furnished by him / her to the purchaser, while submitting the bid or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.

### 19. Jurisdiction:

All disputes arising out of the present Bid and subsequently out of the contract executed in furtherance of the present Bid shall be subjected to the Courts of jurisdictions at Patna exclusively. The place of Arbitration shall strictly be in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996, as amended time to time.



## HIRING OF VEHICLE SERVICES FOR STATE APPELLATE AUTHORITY

## Scope of the Work and conditions

- 1. Authority is desirous of two categories of vehicles, as mentioned in category A and category B respectively in Annexure FI and Annexure F-II, Bidder has to submit bid for category A and category B both, (As mentioned in F-I & F-II) but Annexure FI and Annexure FII must be submitted separately in sealed envelopes, However Technical Bid may be one but the covering letter must specify that the bid is for both categories.
- 2. Only vehicles with commercial registration driven by the experienced drivers, having minimum three years' experience will be provided by the supplier.
- 3. Vehicle must be insured with third party insurance provision at the cost of supplier
- 4. Under normal circumstances the contract shall be valid for **12 months** from date of agreement however contract may be extended for further period if mutually agreed on the same rate, terms and conditions after ensuring competitiveness of the rates.
- 5. Estimated number of vehicles to be hired **is 3 however** it may vary as per the actual requirement from time to time.
- 12 Duty hours per day will be generally included in the hiring charges, for additional hours double of the per hour actual cost, derived by dividing hiring charges with 30 days and then by 12 hrs. will be paid
- 7. The meter reading should tally the actual distance of run and authorized officer shall have full power to check up the meter for its correctness and to take action accordingly. For the purpose of payment calculation of distance will be decided as per log book filled in by the driver and countersigned by the travelling officer or an authorized signatory. Log book must be entered every day at the originating place, to be confirmed by officer and at the place where



- the officer relieved the vehicle. Distance after that covered to reach garage will be the liability of supplier.
- 8. In case during breakdown / Repairs for the vehicle. Change of vehicle by same category of vehicle is permitted initially for a period of 3 days. If same category vehicle is not provided then a deduction on pro-rata basis for the period will be made.
- 9. In case of break down, vehicles have to be replaced by other vehicle immediately or not more than one hour. In case of non-availability of vehicles during extra hours penalty of Rs. 100/- per occasion shall be imposed. In case of non-availability of suitable vehicle, a penalty up to Rs. 100/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs. 200/- per break down shall be imposed.
- 10.In case of non-availability of vehicles penalty of Rs. 200/- per day shall be imposed in addition to deduction at pro-rata basis for that day.
- 11. Intending bidder must have a telephone where requisition of vehicle requirement can be conveyed all the 24 hours.
- 12. Telephone/Mobile numbers must be specified in the bid.
- 13. Payment of any Govt. Tax or duty for plying the vehicles and the challan charged due to traffic rules violation will be liability of bidder.
- 14. Parking and Toll charges, if any, may be claimed by producing valid parking / Toll slips.
- 15. All the repair, maintenance cost, servicing cost, wear and tear, replacement of parts, drivers salary and allowances, oil and lubricants etc. will be borne by the bidder.
  - 1. Charges for using vehicle beyond 12 hrs per day will be paid ,double of the per hour actual cost, derived by dividing hiring charges with 30 days and then by 12 hrs.

- 2. GST as applicable will be paid on Hiring Charges by Purchaser, for which evidence of of payment will have to be submitted by the supplier.
- 3. Rate quoted for the vehicle must not be older than model of 2021.
- 16. Intending bidder should arrange issue of proper identity Cards after verifying the antecedents of his drivers through Local Govt. offices.
- 17. Driver should have mobile telephone for purpose of contact.

Office Administrator

Real Estate Regulatory Authority, Bihar

## **TECHNICAL BID**

Bid No RERA/HiringVehicle/26/2024/669 Date 12.08.2024

Time & Date of submission of technical bids: Up to 4.00 PM on 12.09.2024

Time & Date of opening of technical bids: 4.30 PM on 12.09.2024

	Head	Information Provided	Document Attached
1	Name of the bidder:		Attuched
2	Address of the bidder :		
3.	Contact Details of the bidder:  (a) Tel. No. with STD (O)(Fax)		
4.	Bidder's bank and its address and his current account number:		
5.	Registration and incorporation particulars of the bidder indicating legal status such as company/Limited Liability Partnership/partnership firm/Sole proprietorship concern, etc (Pl. attach copies of the relevant documents/certificates)		
6.	Financial statement for the last three yeas (2020-21,2021-22 &2022-23) out of five years should be attached		
7.	Number of vehicles owned their, make and Registration no.(List may be attached on letter head with signature)		
8.	copies of Permanent Account Number (PAN)/Income Tax Circle/GST of the bidder		
9.	Copies of Income Tax Returns filed for the last		



	three years out of fine	
	three years out of five years should be attached	
10.	Account statements such as Copies of the evidence should be attached or any proof having received the payment for providing vehicles (at least of 10 in a single year) to Govt. /PSUs/Societies) for the last three years out of five years.	
11.	(i) Proof of experience of having run at least 10 vehicles in a year with PSUs/Govt. Departments (Copies of at least three Hiring Orders/ supply certificate received from Govt./ PSUs/Societies during each of the last three years should be enclosed) Annexure –II	
12.	Declaration regarding blacklisting or otherwise by the Govt. Departments/PUSs/Societies as given in <b>Annexure –III</b>	
13.	The technical document of technical Bid (all pages) duly signed and stamped as proof of having read the contents therein and in acceptance thereof should be enclosed including Annexure- III.	
14.	Duly filled in authorization for attending bid opening (Annexure- IV), if any.	
15.	Any other information/document: please specify	

## N.B. Bidders to ensure that all

- (i) All Pages with annexure have been Self Attested signed and stamped by the authorized persons
- (ii) All Pages have been numbered
- (iii) Documents are legible (clearly readable)

I/we certify that the information furnished above is true and correct. The terms and conditions are acceptable to us.

Dated	Name	&	Address	of	Firm
	•••••	•••••	•••••	Aut	horized
1	Signatur	e & Sea	al of the Bidde	r	

Bid No RERA/HiringVehicle/26/2024/609 Date

Date 12.08.2024

Time & Date of submission of technical bids: Up to 4.00 PM on 12.09.2024

Time & Date of opening of technical bids: 4.30 PM on 12.09.2024

## Financial Bid (F-I) Category 'A' SCHEDULE FOR Honda Amaze/Swift Desire/Indigo/Bolero/Sumo and equivalent type with AC Sl. No. Price (In Rs.) in numerals **Particulars** and words both Monthly rate of hiring per vehicle per month 01 (including all - Fuel, cost of driver & any other charges). For Patna as well as outstation. a) Honda Amaze with AC b) Swift Desire with AC c) Indigo with AC d) Bolero with AC e) Sumo with AC f) Equivalent type with AC

Note: For both the categories, as above

- 1. Charges for using vehicle beyond 12 hrs per day will be paid, double of the per hour actual cost, derived by dividing hiring charges with 30 days and then by 12 hrs.
- 2. GST as applicable will be paid on Hiring Charges by Purchaser, for which evidence of of payment will have to be submitted by the bidder.
- 3. Rate quoted for the vehicle must not be older than model of July 2023.
- **4.** Night holt charges @ Rs 150/ will be paid extra for night stay during outstation tours.

Name and Signature of the Bidder	
Seal	
Date	
Mobile No.	

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Bid No RERA/HiringVehicle/26/2024/609 Date 12.08.2024

Time & Date of submission of technical bids: Up to 4.00 PM on 12.09.2024

Time & Date of opening of technical bids: 4.30 PM on 12.09.2024

## Financial Bid (F-II)

Category 'B'

## SCHEDULE FOR XUV 500/XYLO/SCORPIO/INNOVA/ HONDA MOBILIO and equivalent type with AC

O1 Monthly rate of hiring per vehicle per month (including all – Fuel, cost of driver & any other charges) For Patna as well as outstation  a) XUV 500 with AC b) XYLO with AC c) SCORPIO with AC	il. No.	Particulars  Price (In Rs.) in nume words both	rals and
d) INNOVA with AC e) HONDA MOBILIO with AC f) Equivalent type with AC	01	a) XUV 500 with AC b) XYLO with AC c) SCORPIO with AC d) INNOVA with AC e) HONDA MOBILIO with AC	

Note: For both the categories, as above

- 1. Charges for using vehicle beyond 12 hrs. per day will be paid, double of the per hour actual cost, derived by dividing hiring charges with 30 days and then by 12 hrs.
- 2. GST as applicable will be paid on Hiring Charges by Purchaser, for which evidence of of payment will have to be submitted by the bidder.
- 3. Rate quoted for the vehicle must not be older than model of July 2023.
- 4. Night holt charges @ Rs 250/ will be paid extra for night stay during outstation tours.

tours.	
Name and Signature of the Bidder	
Seal	
Date	



## Bid No XXXXXXXXXXX Date XXXXXXX

Time & Date of submission of technical bids: Up to 4.00 PM on 12.09.2024

Time & Date of opening of technical bids: 4.30 PM on 12.09.2024

S/O W/O

### **Experience Certificate**

sident	of	•••••	Patna, PIN	••••••	declare that
Patna,	ration no PIN	ha has	ving official ac received Pu	dress	Orders from Govt.
SI.No.	Financial Year	Nature of work done	Amount of contract	Duration of work	Details of copy of order, other evidence attached
i					evidence attached
ii					
iii					

The details written above and annexure attached with are true and correct. In case any information certificate submitted found to be false the bid submitted by me may be cancelled immediately, bid security money may be forfeited and penal action can also be taken for giving such false information.

Name and signature of Authorised Person Stamp/Seal of the company/Firm

Shoulder.

iv

#### Bid No XXXXXXXXXX Date XXXXXXX

Time & Date of submission of technical bids: Up to 4.00 PM on 12.09.2024

Time & Date of opening of technical bids: 4.30 PM on 12.09.2024

## **Affidavit**

no	registered name M/s tna, PINhas ization.	having official
This affidavit has been sworn State appellate authority.	in respect of Bid Hiring of Vehicle	e Services (name of the work) for
case any information certifica	d documents and annexure attac ate submitted found to false the curity money may be forfeited an	e bid submitted by me may be
٨		

Name and signature of deponent

#### Bid No XXXXXXXXXX Date XXXXXXX

Time & Date of submission of technical bids: Up to 4.00 PM on 12.09.2024

Time & Date of opening of technical bids: 4.30 PM on 12.09.2024

LETTER OF AUTHORIZATION FOR ATTENDING THE BID OPENING

Sub. : Authorization for attending the technical bid opening onand		
financial bid onof the bid for		
hiring of vehicle services . Following person is here by authorized to		
attend the bid opening for the bid mentioned above on behalf of		
M/s(name of the		
bidder).		
Name specimen signature		
Alternate representative		
Name specimen signature		
Signature of the bidder or		
Officer authorized to sign the bid documents on behalf of the bidder		

N.B. Permission will be denied incase the photocopy of the duly filled in form is not brought at the time of opening

#### Bid No XXXXXXXXXX Date XXXXXXX

#### SPECIMEN AGREEMENT

To be executed at the time of entering into agreement before placing order. Each page of this form shall be signed by the bidder for acknowledging that he/she has seen the terms and conditions of the agreement.

Agreement		
The agreement is made on this day of 2017 between M/s		
herein referred to as the Supplier carrying on business under the name and style of M/sof the one part.		
Real Estate Regulatory Authority ,Bihar (RERA , Bihar), acting through the, herein after referred to as the process on the other part whereas the said supplier has agreed with Real Estate Regulatory Authority ,Bihar (RERA , Bihar), for supply of required Items in conformity with the requirements & specifications.		
Now this indenture witnessed that in consideration of the promise, it is mutually agreed and declared between parties hereto as follows.		
1. The Supplier agrees to undertake to supply the vehicles /services		
i.e as per the		
AL 0 MA 5		

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- 2. The supply of **the vehicles/services i.e.**which are not in conformity with the requirements/ specifications are liable to be rejected.
- 4. The Performance security deposit paid by the supplier for due and faithful performance of the contract by the supplier of all and several covenants herein contained of his part to be observed with full power. Office Administrator ,Real Estate Regulatory Authority on behalf of the Real Estate Regulatory Authority will be entitled to appropriate the said sum to any damage, penalties and other sums which the supplier may be required to pay in case the supplier fails to perform /fulfill or to keep and observe all or any of the said conditions of the agreement on his part herein after contained.
- The Performance security deposit shall be released after six months after successful completion of the work at the end of the contract period including the extended period, if any
- 6. That all disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the Chairperson, Real Estate Regulatory Authority or any person nominated by him. The arbitration shall be in accordance with the Arbitration and

Conciliation Act, 1996. The arbitrator shall be entitled to extend

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the time of arbitration proceedings with consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.

- 7. The Security Deposit is liable to be forfeited to the Real Estate Regulatory Authority without any prejudice to any other rights and remedies of Authority in case the bidder fails to undertake the contract work, as per the work orders and as per the terms and conditions given in bid schedule during the currency of the contract including the extended period if any.
- 8. The Bid schedule, instructions to the bidders, scope of work of conditions, Terms and Conditions of the Bid and Bid Submitted by the suppliers shall also form part of this agreement.
- 9. That the supplier acknowledges that he has fully acquainted himself with all the terms and conditions and he shall not plead ignorance of the same.

In witness whereof, the parties hereunto have set their hands to this Deed on the day and year herein above mentioned.

Signature of the bidder as above

Real Estate Regulatory Authority, Bihar (Purchaser)

Signature:

Signature:

Name :

Name :

Address:

Address :

## **WITNESSES**

1.

1.

2.

2.

Note: Other Terms and Conditions as per the concern package and objectives of the bid document will be added in this specimen's agreement

The End

John Jon