



**BIHAR STATE TOURISM DEVELOPMENT  
CORPORATION LIMITED**

**Professional Agency for providing  
drivers on contract basis**

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**Bihar State Tourism Development Corp. Ltd, Bir Chand Patel Path, Patna, Bihar 800001  
Ph.: - 0612 222 2622**



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## DISCLAIMER

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the BSTDC or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the BSTDC to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their application for qualification and thus selection pursuant to this RFP (the “**Application**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Directorate in relation to the work/s. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for BSTDC, its employees or advisors to consider the objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this document and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BSTDC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

BSTDC its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way with selection of Applicants for participation in the Bidding Process.

BSTDC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFP.

BSTDC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.



The issue of this RFP does not imply that BSTDC is bound to select and shortlist Applications and BSTDC reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BSTDC or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and BSTDC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

### Important dates & information

CorporationName	:	Bihar State Tourism Development Corp Ltd
Circle	:	Bihar State Tourism Development Corp. Ltd, Bir Chand Patel Path, Patna, Bihar 800001 Ph.: - 0612 222 2622
Name of work	:	Selection of the Agency for providing drivers on contract basis to drive small cars, SUVs, MUVs, sedans and other motor car for a period of two years.
Tender Currency	:	Indian rupees (INR)
Joint Venture/Consortium	:	Not Allowed
<b>Amount Details</b>		
Bid Document Fee	:	Rs. 1000/- Non-refundable in form of Demand Draft in favour of Managing Director, Bihar State Tourism Development Corporation Limited, payable at Patna
Bid Security/EMD in favour of	:	Rs. 1.00 lakh in form of Demand Draft in favour of Managing Director, Bihar State Tourism Development Corporation Limited, payable at Patna
<b>Tender Dates</b>		
Date of Pre Bid Meeting	:	<b>30.11.2017 at 01:00 PM</b>
Last Date & Time for Receipt (Submission) of Bid	:	<b>04.11.2017 at 01:00 PM</b>
Date and Time of Opening Technical Bid	:	<b>04.11.2017 at 03:00 PM</b>
Bid Validity Period	:	6 Months
Submission of certain documents etc.	:	Submission of EMD, Tender fee, Technical Bid and Other Documents in the office of Managing Director, Bihar State Tourism Development Corp. Ltd, Bir Chand Patel Path, Patna, Bihar 800001
Remarks	:	-
Phone	:	0612 2222622
Officer Inviting Bids	:	Managing Director, Bihar State Tourism Development Corp. Ltd, Bir Chand Patel Path, Patna, Bihar 800001

Managing Director,  
BSTDCL, Patna

## **1. INTRODUCTION**

### **1.1 BACKGROUND**

1.1.1 The Bihar State Tourism Development Corporation (BSTDC), has been appointed as the executing agency to showcase and promote the tourism potential of the State. The Bihar State Tourism Development Corporation Limited acts for the development of tourism in the State of Bihar and for commercialization of Tourist Resources available with the State. To achieve this objective various tourist infrastructures like Tourist Bungalow, Cafeteria, Restaurant, Transportation facilities and Ropeway are provided at various tourists spots by Bihar State Tourism Development Corporation.

1.1.2 BSTDC would like to engage the services of a professional agency to provide drivers on contractual basis for a period of two years to drive small cars, SUVs, MUVs, sedans and other motor vehicle.

### **1.2 REQUEST FOR PROPOSAL**

1.2.1 INVITATION FOR ENGAGEMENT OF AGENCY FOR PROVIDING QUALIFIED DRIVERS FOR VEICHLES ON CONTRACTUAL BASIS

1.2.2 BSTDC invites detailed proposals (Qualification Submissions, Technical Submissions and a Presentation together referred to as “RFP”) from renowned agencies. The Scope of Services forming part of the Assignment has been set out in this document herewith below.

1.2.3 The Proposals would be evaluated on the basis of the evaluation criteria set out in this RFP (“Evaluation Criteria”) to identify the successful Bidder for the Assignment (“Successful Bidder”).

### **1.3 BRIEF DESCRIPTION OF THE BIDDING PROCESS**

1.3.1 BSTDC intends to follow a ‘single stage two envelope’ bid process for selecting of the successful bidder under ‘Least Cost Selection’ (LCS), as outlined in this RFP.

1.3.2 The Bidders would need to submit, within the Proposal Due Date as prescribed under Section-5 of this RFP; Qualification, Technical and Financial Proposal in the prescribed format.

1.3.3 BSTDC would evaluate all the Submissions in accordance with the evaluation criteria set out in the RFP to select a bidder.

### **1.4 OBTAINABILITY OF RFP DOCUMENT**

1.4.1 The RFP would be available at the website <http://bstdc.bih.nic.in/>. It may be noted that all subsequent notifications, changes and amendments in the assignment / documents would be posted only on the website.

## **1.5 GENERAL INSTRUCTIONS**

- 1.5.1 The language of the Bid and related documents and correspondences shall be in English language.
- 1.5.2 The Bidder shall provide all the information sought under this RFP. The BSTDC Bihar will evaluate only those Bids that are received in the required formats and complete in all respects.
- 1.5.3 The Bid shall be typed or written in indelible ink and signed by the Authorized signatory of the Bidder who shall also initial each page. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.
- 1.5.4 The Bidder shall be responsible for all costs associated with the preparation of its Bid and its participation in the bidding process. BSTDC will not be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the bidding process.
- 1.5.5 BSTDC may modify the RFP by issuing an Addendum before Due Date. Any Addendum thus issued shall be part of the RFP and shall be posted on the website. BSTDC will assume no responsibility for receipt of the Addendum.
- 1.5.6 Bidders will not be permitted to alter or modify their bids once submitted.
- 1.5.7 BSTDC shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP, the bidding documents or the bidding process, including any error or mistake therein or in any information or data given by BSTDC.
- 1.5.8 Any Bid not accompanied by the EMD & Document Fee shall be rejected by the BSTDC as nonresponsive.

## **2. TERMS OF REFERENCE**

### **2.1 Scope of the Work for the Agency**

- The number of drivers may vary according to the requirement of the department/organization from time to time
- The Agency shall not replace the drivers at random. This shall be done with the prior approval of the corporation and full particulars of personnel so deployed shall be given to Corporation immediately, failure to do so shall result in suitable penalty.
- The Agency shall be liable to make substitute arrangements in case of the absence of the driver. Similarly, the contractor shall have to make substitute arrangements in case of the weekly offs, and no extra payment shall be payable on this account.



No leave shall be permitted to the drivers unless the Contractor provides suitable substitute without any extra payment.

- The duty of the driver will be Six days in a week. The drivers may be called on holidays also if required. Duty hours shall be determined by BSTDC as per requirement and necessity.
- The Agency shall comply with all the statutory provisions as laid down under various Labour Laws/Act/Rules like Minimum Wages, Provident Funds, ESI, Bihar Shops and Establishment Act, Bonus, Gratuity, Contract Labour (R&A) Act, Bihar Works Contract Act and other labour Laws/Act/Rules in force from time to time at its own cost and BSTDC shall not be liable for any such claims. In case of violation of such statutory provisions under Labour Laws and/or any other laws applicable, by the Contractor, there will not be any liability on part of BSTDC. The contractor must submit, along with monthly bills the proof of having deposited GST/PF/ESI or any other government dues with the concerned authorities failure to do so may result in cancellation of the agreement.
- The Agency shall provide the drivers as required by the BSTDC, Patna. The driver must possess the valid commercial license with three years' experience and should be 21-45 years of age.
- The drivers supplied shall be responsible for up keeping, maintenance, cleaning and servicing of vehicle on day to day basis. The driver shall also be responsible to maintain and up-date log book and fuel records of the vehicle on daily basis. In case of any default, the erring driver shall be immediately removed by the Corporation and suitable replacement to be provided by the selected bidder.
- The Agency shall provide list of drivers along with details of their Aadhar, Driving License, Contact Number, Residential address and along with proof thereof even in case of change of drivers in between, if any.
- BSTDC shall not be responsible financially or otherwise for any injury to the driver in the course of performing the functions/duties as per this tender.
- BSTDC will be under no legal obligation to provide employment to any of the driver of the contractor after expiry of tender/agreement/contract period and BSTDC recognizes no employer-employee relationship between BSTDC and the personnel deployed by the contractor.
- BSTDC shall not pay any over time allowance (OTA) to the drivers provided by the Agency in any case. The hiring of drivers from firm shall be purely on outsourcing basis and no claim shall be admissible as per staff car rule of said hiring.
- The Agency will have to provide the replacement of Driver in case of any eventuality. The Corporation has the right to ask the Agency for removal of any Driver, who is not found competent or disciplined.
- The character and antecedents of the Drivers is to be got verified from the Police authority by the contractor and the same must be submitted to the Corporation.



- Medical fitness certificate in respect of the Drivers from a qualified MBBS Doctor must also to be submitted by the successful bidder to the Corporation.
- The successful Bidder shall indemnify the Corporation against all damages/charges and expenses for which BSTDC may be held liable to pay on account of the negligence of the Bidder/drivers provided by him or any person under his control whether in respect of accident, injury to the person or damages to the property of this Corporation or any member of the public or any person or in executing the work or otherwise and against all damages and demands thereof.
- The rates shall be valid for two-year with effect from the date of acceptance of the tender and may be extendable, if required, by mutual agreement for a period not more than one year on same terms and conditions, however the wages, ESI, PF and GST shall be applicable as per prevalent government rules.
- The payment towards the contract will be made on monthly basis to the contractor only. For this purpose the contractor will have to submit bills in the name of Managing Director, BSTDC, Patna along with the proof of depositing of PF/ESI/ST in r/o the Drivers deployed in BSTDC

## **2.2 GENERAL TERMS AND CONDITIONS**

- A. BSTDC reserves the right not to accept bid(s) from agency(ies) resorting to unethical practices or on whom investigation / enquiry proceedings have been initiated by Government investigating Agencies Vigilance Cell.
- B. BSTDC is not bound to accept the lowest bidder or to assign any reason for non-acceptance. BSTDC reserves its right to accept the bid in part or in full. Conditional bids will be rejected outright.
- C. The BSTDC reserves the right to summarily reject an offer received from any agency (ies), without any intimation to the bidder(s).
- D. BSTDC reserves the right to withdraw / cancel the bid document partially or completely at any stage.

## **PENALTY CLAUSE**

In case of default in performance on the part of the agency, BSTDC shall decide the penalty to be imposed for such default considering the quantum and other related factors which shall be deducted from the payments that may become due to the selected bidder

In case the agency fails to render the services as per the terms and conditions of the RFP and subsequent work order and if the services are not to the satisfaction of BSTDC shall be at liberty to terminate the contract and forfeit the Bank/performance security and get the amount credited to BSTDC accounts. In case of any breach of

terms of the contract agreement the selected bidder shall be liable to penalty/legal actions as the circumstances warrant as assessed by BSTDC.

### **TERMINATION BY DEFAULT**

BSTDC reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for BSTDC action.

### **ARBITRATION**

In case of any dispute BSTDC may appoint an arbitrator, which will be accepted by the agency / firm. The decision of the arbitrator will be final and binding on both the parties. The jurisdiction of the court will be Patna (Bihar).

### **INDEMNIFICATION CLAUSE**

That the selected agency shall keep BSTDC indemnified and harmless against all claims, damages, dues, payments, fines, penalties, compensations, liabilities other losses etc. which may incur on account of non-compliance or violation by the selected agency or otherwise.

### **VALIDITY OF THE CONTRACT**

The Contract shall remain valid with effect from the date of award of the contract/ tender till the end of six months from the date of submission of bid or otherwise specified in the letter of award of tender.

### **BIDDING PROCEDURE**

#### **3.1 SUBMISSION PROCEDURE**

**2.1.1** Bidders who wish to participate in this selection process will have to download the RFP document from <http://bstdc.bih.nic.in/>.

**Technical Bid:** Bidders shall submit physically their bids in TWO SEPARATE PARTS in sealed envelopes super-scribed with due date, time, project and nature of bid.

**PART 1-** Bid security and price of the Tender Document in a separate sealed envelope superscripted with the Tender Document number. Please enclose EMD of Rs. 1.00 lakh only and Price of one copy of the Tender Document of Rs. 1000/- in form of Demand Drafts drawn in

favour of **Managing Director, Bihar State Tourism Development Corp. Ltd., payable at Patna.**

**PART 2** – One copy of TECHNICAL BID complete with all technical and commercial details except the prices.

**Financial Bid:** Bidders shall submit their unconditional financial quote as per the form provided in the Annexure-3 for their rendering their services as per the scope of work in a SEPARATE SEALED ENVELOPE and super-scribed as FINANCIAL BID.

**Note: Filling up prices in Part 2 will render the Bidder disqualified.** The technical (Part 1 & 2) and financial envelopes should be enclosed in a larger envelope dully sealed. All pages of the offer must be signed.

- 2.1.2 Services offered should be strictly as per specifications mentioned in this Tender Document.
- 2.1.3 Once quoted, the Bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection.
- 2.1.4 Bidder shall quote the prices of services as mentioned valid for 120 days.
- 2.1.5 The price of one copy of the Tender Document is Rs. 1000/-, which can be paid by crossed Demand Draft.

## **2.2. ELIGIBILITY CRITERIA**

The bidders shall be evaluated in two stages

### 1. Technical-qualification stage

The Bidder fulfilling Technical-qualification criteria shall be shortlisted for opening of the Financial Quote and must also submit documentary evidence in support of fulfilment of these conditions while submitting the technical bid. **Bids from consortiums and joint venture are not allowed. Claims without documentary evidence will not be considered.**

BSTDC reserves the right to verify the claims made by the Bidders and to carry out the capability assessment of the Bidders and the BSTDC's decision shall be final in this regard. BSTDC may, in its absolute discretion, waive any of the conditions and/or requirements in the Tender in respect of any or all of the bidders.

**(A) Stage – I Technical qualification Criteria for Bidders.**

Sr.	Technical qualification Criteria	Documentary Evidence
1.	Pan Card	Self-attested copy of PAN Card under Income Tax Act
2.	GST Registration Number	Self-attested copy GST Registration Number
3.	Registration details of the Agency	Self-attested copy of Valid Registration No. of the Company /Firm:
4.	Provident Fund Registration Number	Self-attested copy of Valid Provident Fund Registration No
5.	Valid ESI Registration No	Self-attested copy of Valid ESI Registration No
6.	Turnover of INR 1.00 Cr. & above exclusively for manpower supply only	Audited balance sheet for preceding three financial years showing minimum average annual turnover of INR. 1.00 Crores & above exclusively for <b>manpower supply</b> only duly authenticated by a registered Chartered Accountant
7.	Similar experience of the Agency	Experience & Past performance on similar contracts for last three financial years i.e 2014-15, 2015-16 and 2016-17 Copies of work orders/Contracts should be submitted
8.	EMD of 1.00 Lakh	An Earnest Money/Bid Security of INR. 1.00 Lakh /- in the form of Account Payee Demand Draft, receipt in favour of BSTDC, Patna.
9.	Undertaking	An Undertaking of the effect that the Agency has not been blacklisted by any of the Corporation/Organizations /autonomous bodies/ undertakings of the Govt. of India/Government Bihar and no criminal case is pending against the said firm/ agency

10.	Total number of drivers supplied	A self-declaration statement showing total number of drivers supplied by the agency during last three financial years
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### (A) FINANCIAL BID

Financial bid of technically eligible bidder shall be opened. The technically eligible bidder offering **the best possible offer amount** (L1) to BSTDC for the said work will be invited for negotiation and finalization of agreement and shall be declared as the successful bidder.

BSTDC has the right (in its absolute discretion) to determine how to progress any discussions and/or negotiations with successful bidder following submission of the Proposals.

### 3.3 CORRECTION OF ERRORS

Price Proposals determined to be substantially responsive will be checked by the BSTDC for any arithmetic errors. Arithmetic errors will be rectified on the following basis:

If there is discrepancy between total price bid amount and summary of total cost of all components/parts, then the following will be procedure.

- a) Where there is discrepancy between the rates in figures and in words, whichever is less shall govern.
- b) Where there is discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- c) If the total amount of bid quoted is less than actual summation of cost of all the components/parts as the case may be, then the total quoted amount shall govern and difference between the actual summation and amount quoted shall be considered as a discount.
- d) If total amount of bid is more than actual summation of cost of all components/parts as the case may be, then the individual cost of the components/parts shall govern and total amount shall be reduced to actual summation and it shall be considered as mistake in totalling.

However, the decision of BSTDC in this regard shall be final and binding.

The amount stated in the form of bid for price proposal will be adjusted by the BSTDC in accordance with the above procedure for the correction or errors and, shall be considered as binding upon the bidder. If the bidder does not

accept the corrected amount of bid, its bid will be rejected, and the EMD may be forfeited in accordance with relevant clause.

### **PROCEDURE OF SENDING SEALED OFFERS:**

1. As mentioned in Tender Document please refer to the Bidding Procedure.

### **3.4 NUMBER OF PROPOSALS**

- 3.4.1 Each Bidder shall submit only one (1) Proposal, in response to this RFP. Any Bidder who submits or participates in more than one Proposal shall be disqualified.

### **3.5 PROPOSAL PREPARATION COST**

- 3.5.1. The Bidder shall be responsible for all costs associated with the preparation of its Proposal and its participation in the bidding process. BSTDC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

### **3.6. RIGTH TO ACCEPT OR REJECT**

- 3.6.1. BSTDC may reject a proposal at any stage if it is found that the firm recommended for award has indulged in corrupt or fraudulent activities in competing for the contract in question, and may also declare a firm ineligible or blacklist the firm, either indefinitely or for a stated period of time, if at any time it is found that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.
- 3.6.2. Notwithstanding anything contained in this RFP, BSTDC reserves the right to accept or reject any Proposal and to annul the bidding process and reject all Proposals at any time, without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.
- 3.6.3. BSTDC reserves the right to reject any Proposal if at any time if a material misrepresentation made by a Bidder at any stage of the bidding process is discovered.

### **3.7. CLARIFICATIONS**

- 3.7.1. A prospective Bidder requiring any clarification on the RFP may notify BSTDC in writing, email or by facsimile to Managing Director, BSTDC within such date as specified in RFP before the bid due date. At its sole discretion, BSTDC may upload its response to such queries on the website: <http://bstdc.bih.nic.in/>

### 3.8. AMENDMENTS TO RFP

- 3.8.1. At any time prior to the Proposal Due Date, as indicated in the RFP Time Schedule, BSTDC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, amend the RFP by the issuance of Addenda. Such Addenda would be posted only on the website <http://bstdc.bih.nic.in/>
- 3.8.2. In order to afford Bidders reasonable time to take the Addendum into account, or for any other reason, BSTDC may, at its discretion, extend the Proposal Due Date.

### 3.9. LANGUAGE AND CURRENCY

- 3.9.1. The Proposal and all related correspondence and documents shall be written in English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by an appropriate translation in English language. Supporting materials that are not translated into English may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail. The currency for this bid is Indian Rupee. All the quotes should be in Indian Rupees.

### 3.10. VALIDITY OF PROPOSAL

- 3.10.1. The Proposal shall be valid for a period not less than Six Months from the Proposal Due Date ("Proposal Validity Period"), in the format set out in **Annexure-1**. BSTDC reserves the right to reject any Proposal that does not meet this requirement.
- 3.10.2. Prior to expiry of the Proposal Validity Period, BSTDC may request the Bidders to extend the period of validity for a specified additional period.
- 3.10.3. The Successful Bidder shall, where required, extend the validity of the Proposal till the date of execution of the Agreement.

### 3.11. BID SECURITY

- 3.11.1. Proposals would be accompanied with a 'Bid Security' (EMD) for an amount of **Rs. 1.00 Lakh**. The Bid Security amount shall be valid throughout the Proposes Validity Period and would have to be extended if so required by BSTDC.
- 3.11.2. The Bid Security shall be in the form of a demand draft in favour of the 'Bihar State Tourism Development Corp Ltd', drawn on any scheduled bank payable at Patna.



- 3.11.3. The Bid Security amount shall be returned to the unsuccessful Bidders within a period of two (2) weeks from the date of signing of Agreement between BSTDC and the Successful Bidder.
- 3.11.4. The bid security amount of the successful bidder will be automatically turned into security deposit at the time of allotment of tender and will be refunded along with the final payment.
- 3.11.5. The Bid Security shall be forfeited in the following cases:
  1. If the Bidder withdraws its Proposal;
  2. If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period; and
  3. If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.

### **3.12. PERFORMANCE GUARANTEE**

- 3.12.1. The successful bidder shall have to submit a performance guarantee equivalent to 10% of the bid amount within 3 days of issue of work order and is mandatory to be submitted before entering into agreement with BSTDC.

### **3.13. BIDDER'S RESPONSIBILITY**

- 3.13.1. The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Bidder's own risk.
- 3.13.2. It shall be deemed that prior to the submission of Proposal, the Bidder has:
  - a) made a complete and careful examination of terms & conditions/requirements, and other information set forth in this RFP document;
  - b) Received all such relevant information as it has requested from BSTDC; and
  - c) Made a complete and careful examination of the various aspects of the Assignment.
- 3.13.3. BSTDC shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

### **3.14 CORRESPONDENCE/ENQUIRY**

- 3.14.1. All correspondence / enquiries should be submitted to the following in writing by fax/registered post / courier:

**Managing Director,  
Bihar State Tourism Development Corp. Ltd.,**

**Bir Chand Patel Path,**

**Patna.**

**PIN-800 001.**

**Bihar. India.**

**Ph: - +91-612-2225411, Fax: - +91-612-2506218**

**Email – contactbstdc@gmail.com**

- 3.14.2. No interpretation, revision, or other communication from BSTDC regarding this RFP is valid unless it is in writing and is signed by Managing Director.

### **3.15. FORMAT AND SIGNING OF PROPOSAL**

- 3.15.1. Bidders would provide all the information as per this RFP and in the specified format. BSTDC reserves the right to reject any Proposal that is not in the specified format.
- 3.15.2. The Proposal would include submissions to be made on the respective Proposal Due Date as set out in the RFP Time Schedule.
- 3.15.3. If the Proposal consists of more than one volume, Bidder must clearly number the volumes and provide an indexed table of contents.
- 3.15.4. The Proposal and its copy shall be typed or printed and the Bidder shall initial each page. The person(s) signing the Proposal shall initial all the alterations, omissions, additions, or any other amendments made to the Proposal.

### **3.16 PROPOSAL DUE DATE**

- 3.16.1. Proposals should be submitted as per information provided in the RFP.
- 3.16.2. BSTDC at its sole discretion; accept any Proposal(s) after Proposal Due Date. Any such Proposal/s accepted shall be deemed to have been received by the Proposal Due Date.

### **3.17 TEST OF RESPONSIVENESS**

- 3.17.1. Prior to evaluation of Proposals, BSTDC will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive if;
- a) it is received on the respective Proposal Due Date;
  - b) It is accompanied with a Demand Draft for a sum of Rs. 1000/- drawn in favour of Bihar State Tourism Development Corp Ltd, payable at Patna paid towards the Cost of the RFP and non-refundable Bid Processing Fee.**
  - c) It is accompanied with the EMD amount as set out in RFP Document.
  - d) It is signed, sealed, and marked as stipulated in RFP Document.

- e) it contains the information and documents as requested in the RFP;
  - f) it contains information in the form and formats specified in the RFP;
  - g) it mentions the validity period as set out in this document;
  - h) It provides the information in reasonable detail. “Reasonable Detail” means that, but for minor deviations, the information can be reviewed and evaluated by BSTDC. BSTDC reserves the right to determine whether the information has been provided in reasonable detail or not;
  - i) There are no inconsistencies between the Proposal and the supporting documents.
- 3.17.2. A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one which,
- a) affects in any substantial way, the scope, quality, or performance of the Assignment, or
  - b) limits in any substantial way, inconsistent with the RFP document, BSTDC rights or the Bidder's obligations under the Agreement, or
  - c) Unfairly affects the competitive position of other Bidders presenting substantially responsive Proposals.
- 3.17.3. BSTDC reserves the right to reject any Proposal which in its opinion is nonresponsive and no request for modification or withdrawal shall be entertained by BSTDC in respect of such Proposal.

### **3.18 CONFIDENTIALITY**

- 3.18.1. Information relating to the examination, clarification, evaluation and recommendation for the Qualified Bidders would not be disclosed to any person not officially concerned with the process. BSTDC will treat all information submitted as part of the Proposal in confidence and will ensure that all those who have access to such material to treat it in confidence. BSTDC would not divulge any such information unless ordered to do so by any statutory authority that has the power under law to require its disclosure.

### **3.19 CLARIFICATIONS**

- 3.19.1. To assist in the process of evaluation of Proposals, BSTDC may, at its sole discretion, ask any Bidder for clarification on its Proposal or substantiation of any of the submission made by the Bidder.

### **3.20CONSULTANT(S) AND ADVISOR(S)**

3.20.1. To undertake ‘Bid Process Management’ and to assist in the preparation of bid notifications, documents, examination, evaluation, and comparison of proposals, BSTDC shall utilize the services of consultant(s) or advisor(s).

### **3.21MODIFICATION/SUBSTITUTION/WITHDRAWAL OF PROPOSAL**

3.21.1. The Bidder may modify, substitute or withdraw its Proposal after submission, provided that a written notice of the modification, substitution or withdrawal is received by BSTDC before the Proposal Due Date. No Proposal shall be modified, substituted or withdrawn by the Bidder after the Proposal Due Date.

3.21.2. The modification, substitution or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of the RFP with outer envelopes additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

3.21.3. Withdrawal of a Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period would result in forfeiture of the Bid Security in accordance with this RFP.

### **3.22PROPOSAL EVALUATION**

3.22.1. The Qualification Submissions of the Bidders would be checked for responsiveness with the requirements of the RFP and shall be evaluated as per the Criteria set out in the RFP.

### **3.23DECLARATION OF SUCCESSFUL BIDDER**

3.23.1. BSTDC may either choose to accept the Proposal of the successful tenderer or invite him for negotiations.

3.23.2. Upon acceptance of the Proposal of the tenderer technically qualified with Lowest Financial Bid, with or without negotiations, BSTDC shall declare the tenderer as the Successful Bidder.

### **3.24 NOTIFICATIONS**

3.24.1. BSTDC will notify the Successful Bidder by a Letter of Award (LoA) that its Proposal has been accepted.

### **3.25 BSTDC’s RIGHT TO ACCEPT OR REJECT PROPOSAL**

3.25.1. BSTDC reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at

- any time prior to award of the Assignment, without liability or any obligation for such acceptance, rejection or annulment.
- 3.25.2. BSTDC reserves the right to invite revised Proposals from Bidders with or without amendment of the RFP at any stage, without liability or any obligation for such invitation and without assigning any reason.
- 3.25.3. BSTDC reserves the right to reject any Proposal if at any time:
- a) a material misrepresentation made at any stage in the bidding process is uncovered; or
  - b) The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.
- 3.25.4. This would lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Proposals have been opened and the Successful Bidder gets disqualified/ rejected, then BSTDC reserves the right to:
- a) Declare the Bidder receiving the next highest score as the successful tenderer and where warranted, invite such Bidder to equal or better the score secured by such disqualified Successful Bidder; or
  - b) Take any such measure as may be deemed fit in the sole discretion of BSTDC, including annulment of the bidding process.

### **3. EVALUATION OF BIDS**

#### **4.1 EVALUATION PARAMETERS**

4.1.1 BSTDC will evaluate the bids determined to be substantially responsive i.e., which

- a. Are properly signed;
- b. Conform to the terms and conditions & technical specifications.

4.1.2. The Technically Qualified bidders quoting the lowest (L1) will be selected as the successful bidder.

<sup>413</sup> The Performance Security shall be released to the Agency after completion of the engagement period.

#### 4. BID SCHEDULE AND VENUE

BSTDC would Endeavour to adhere to the following schedule:

S. No.	Activity	Scheduled Date & Time
1.	Place for obtaining Bid Document	Can be obtained from the office of Bihar State Tourism Development Corp Ltd or downloaded from <a href="http://bstdc.bih.nic.in">http://bstdc.bih.nic.in</a>
2.	Last date and Time for receipt of Bid	<b>04.11.2017 1300 Hrs</b>
3.	Address for submission of Bid Documents	Managing Director, Bihar State Tourism Development Corp Ltd, Bir Chand Patel Path, Patna. PIN-800 001
4.	Venue of opening of Technical & Financial Bid	<b>Official Chamber of Managing Director of BSDTC, Bir Chand Patel Path, Patna. PIN-800 001</b>
5.	Date & time of opening of technical bid	<b>04.11.2017 1500 Hrs</b>
6.	Date & time of opening of financial Bid	To be communicated later to technically qualified bidders

**ANNEXURE - 1****FORMAT FOR COVERING LETTER-CUM-ASSIGNMENT****UNDERTAKING**

(On the Letterhead of the Bidder)

To,

Managing Director,  
Bihar State Tourism Development Corp Ltd,  
Bir Chand Patel Path,  
Patna.  
PIN-800 001

Madam,

Ref: - Selection of professional agency for providing Drivers on Contract basis

We have read and understood the Request for Proposal (RFP) along with Draft Agreement in respect of the captioned Assignment provided to us by BSTDC.

We hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the proposed Agreement, a draft of which also forms a part of the RFP provided to us. This Proposal is valid till 6 months (At least 6Months from the Proposal Due Date). Please find enclosed herein with the Proposal the Demand Draft bearing number ----- for **Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_only)** drawn in favor of the 'Managing Director, Bihar State Tourism Development Corp Ltd' payable at Patna towards the EMD, dated this .....day of..... 2017.

Name of the Bidder

Signature of Authorised Signatory

Name of the Authorised Signatory

Date: -



## ANNEXURE - 2

### PRESCRIBED PROFORMA FOR TECHNICAL BID

Name of the firm :  
 Address :  
 Name & Address of  
 Prop. /Partner  
 /Authorized signatory  
 (in case of Pvt. Ltd.  
 firm) :

S.N	Name of desired Documents	Whether copy of desired certificate/documents are enclosed
1	Valid Registration certificate of the Firm/Company (attach self- attested copy of the certificate)	
2	Valid PAN No. of the company/Firm( attach self-attested copy of the PAN Card)	
3	Valid ESI No. of company/Firm (attach self-attested copy of the certificate)	
4	Valid PF registration No. of company/Firm (attach self-attested copy of the certificate)	
5	Valid GST registration No. (attach self-attested copy of the certificate)	
6	Pay order/Bank Draft for INR. 1000/- in favour of BSTDC, Patna.	
7	Audited Balance Sheet showing minimum average annual turnover of INR. 1.00 Crores and above exclusively for manpower supply, for the last three years.	
8	Undertaking that their firm/agency is not declared black listed by any Govt./Authority/Department/Autonomous Body of state/Central Govt.	
9	Letter of Authorized Signatory	
10	Experience & Past performance on similar contracts for supply of drivers for last three financial years.	
11.	A statement showing total number of drivers supplied by the agency during last three financial years.	

This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them.

(Signature of Bidder)  
(Rubber seal)



## ANNEXURE - 3

### FORMAT FOR FINANCIAL PROPOSAL

#### **Envelope – 3 -to be sealed in a separate envelope**

(On the letter head of the bidder)

Date: -

To,

Managing Director,  
Bihar State Tourism Development Corp Ltd,  
Bir Chand Patel Path,  
Patna.  
PIN-800 001

Sir,

**Ref: Selection of professional agency for providing Drivers on Contract basis**

We are pleased to quote the fees as below. We have reviewed all the terms and conditions of the 'Request for Proposal' and confirm that, we would abide by all the terms and conditions. We hereby declare that there shall be no deviations from the stated terms in the RFP. We further declare that, any State Government, Central Government or any other Government or Quasi Government Agency has not barred us from participating in any Bid.

(The bidders are required to submit a detailed breakup of the financial cost quoted herewith above as per the format prescribed ahead; in a manner that the cost implication to BSTDC for any variation of items of event can be accessed from the break-up. Any financial proposal submitted without breakup as described above may be rejected out rightly.)

### PRESCRIBED PERFORMA FOR FINANCIAL BID

Sl. No	Designation	Wages (in INR.)	Employer's Contribution towards ESI (in INR.)	Employer's Contribution towards PF (in INR.)	Service Charge (in INR.)	Any other charges /taxes etc.(including GST) (in INR.)	Total charges per driver per month including all taxes/duties/levies, (in INR.)
	(1)	(2)	(3)	(4)	(5)	(6)	(7) Sum of 2+3+4+5+6
1.	Per Driver						

(Please Note: The rate should be inclusive of all taxes)

Total Rupees (INR) \_\_\_\_\_

(In words Rupees) \_\_\_\_\_

We abide by the above offer/quote and terms condition of the RFP, if the BSTDC selects us as the Selected Bidder/Agency.

If our offer is accepted and if we fail to pay the Performance Security in the manner as specified in the RFP Document, the amount of Bid Security, as aforesaid, shall stand absolutely forfeited to the BSTDC without prejudicing the rights of the BSTDC to proceed further in any manner it deems fit.

Until a formal Agreement is prepared and executed between us, this bid, together with your LOI, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid that you may receive.

We declare that the information stated above and enclosed is complete and



absolutely correct and any error or omission therein, accidental or otherwise, as a result of which our bid is found to be non-responsive, will be sufficient for the BSTDC to reject our bid and forfeit our bid security in full.

Sincerely,

Signature\_\_\_\_\_

Name\_\_\_\_\_

Name of the Firm/Agency\_\_\_\_\_

Designation\_\_\_\_\_

Complete address\_\_\_\_\_

Phone no.\_\_\_\_\_ Mobile\_\_\_\_\_

E-Mail ID\_\_\_\_\_

**Signature of the applicant/ Authorized  
Representative of Agency with  
Seal/Stamp**

**ANNEXURE – 4****LIST OF SIMILAR CONTRACTS EXECUTED PERTAINING TO PROVIDING DRIVER SERVICES IN LAST FIVE YEARS**

<b>Sr.</b>	<b>Name of Client</b>	<b>Location</b>	<b>Value of Contract/Work in Rs.</b>	<b>Duration (Start dt - Completion dt)</b>

**NOTES:**

- Each of the listed works shall be supported with the copy of work order & work completion certificate. **Work completion certificate shall mention the nature of work, value of work completed.**
- Non disclosures of any information in the schedule will result in disqualification of the firm.

**Signature of Bidder**



**ANNEXURE – 5**  
**PROFORMA OF GENERAL POWER OF ATTORNEY**

*(To be signed and executed in non-judicial stamp paper of Rs. 10/-)*

GENERAL POWER OF ATTORNEY

Be it known all to whom it concern that:

1. Sri/Smt..... S/o.....  
..... Residing at .....
2. Sri/Smt..... S/o.....  
..... Residing at .....
3. Sri/Smt..... S/o.....  
..... Residing at .....

I/We all the Partners/Directors/Board members/Trustee/Executive council members/Proprietors/Leaders of M/s ..... having its registered office at ..... hereby appoint Sri ..... S/o ..... Residing at ..... As my/our attorney to act my/our name and on behalf and sign and execute all Documents/Agreements binding the firm for all contractual obligations (including reference of cases to arbitrators) arising out of contracts to be entered into by the Company/Corporation/Society/Trust/Firm with the Bihar State Tourism Development Corporation, Bihar, Patna in connection with its tender No. .... Dated ..... For the supply of ..... due for opening on .....

In short, he is fully authorized to do all, each and everything requisite for the above purpose concerning M/s ..... And I/We hereby agree to confirm and ratify his all and every act of this or any documents executed by My/Our said Attorney within the scope of the authority hereby conferred on him including references of cases to arbitration and the same shall be binding on Me/Us and My/Our Company/Corporation/Society/Trust/Firm as if the same were executed by me/us individually or jointly.

Witness (with address)

Signature of the Partners/Directors/Board members/Trustees/Executive council members/Proprietors/Leaders.

1.  
2.  
3.  
ATTESTED

ACCEPTED

Signature

(Seal and Signature of Signatory of Tender offer of the Company/Corporation/Society/Trust/Firm

**ANNEXURE - 6****HISTORY OF LITIGATION**

<b>Sr.</b>	<b>Year</b>	<b>Award for/or against bidder</b>	<b>Name of Client</b>	<b>Litigation &amp; Dispute Matter</b>	<b>Disputed Amount in Rs.</b>

**NOTE**

If the information to be furnished in the schedule will not be given and come to the subsequently will result in disqualification of the bidder.



## Notice inviting Tender

CorporationName	:	Bihar State Tourism Development Corp Ltd
Circle	:	Bihar State Tourism Development Corp. Ltd, Bir Chand Patel Path, Patna, Bihar 800001 Ph.: - 0612 222 2622
Name of work	:	Selection of the Agency for providing drivers on contract basis to drive small cars, SUVs, MUVs, sedans and other motor car for a period of two years.
Tender Currency	:	Indian rupees (INR)
Joint Venture/Consortium	:	Not Allowed
<b>Amount Details</b>		
Bid Document Fee	:	Rs. 1000/- Non-refundable in form of Demand Draft in favour of Managing Director, Bihar State Tourism Development Corporation Limited, payable at Patna
Bid Security/EMD in favour of	:	Rs. 1.00 lakh in form of Demand Draft in favour of Managing Director, Bihar State Tourism Development Corporation Limited, payable at Patna
<b>Tender Dates</b>		
Date of Pre Bid Meeting	:	<b>30/10/2017 at 01:00 PM</b>
Last Date & Time for Receipt (Submission) of Bid	:	<b>04/11/2017 at 01:00 PM</b>
Date and Time of Opening Technical Bid	:	<b>04/11/2017 at 03:00 PM</b>
Bid Validity Period	:	6 Months
Submission of certain documents etc.	:	Submission of EMD, Tender fee, Technical Bid and Other Documents in the office of Managing Director, Bihar State Tourism Development Corp. Ltd, Bir Chand Patel Path, Patna, Bihar 800001
Remarks	:	-
Phone	:	0612 2222622
Officer Inviting Bids	:	Managing Director, Bihar State Tourism Development Corp. Ltd, Bir Chand Patel Path, Patna, Bihar 800001

Managing Director,  
BSTDCL, Patna